NO. 187623 | NAME Cairo, Martin

WAR DEPARTMENT
In the Office of The Judge Advocate General
Washington, D.C.

AUG 23 1929

Military Justice
C. M. No. 187623

U N I T E D S T A T E S	)	FIRST DIVISION
	)	
v.	)	Trial by G.C.M., convened at
	)	Fort Jay, New York, July 12,
Private MARTIN DAVIS	)	1929. Dishonorable discharge
(6056731), Company A,	)	and confinement for ten (10)
16th Infantry.	)	years. Disciplinary Barracks.

REVIEW by the BOARD OF REVIEW
TURNBULL, BURNS and HOOVER, Judge Advocates.
ORIGINAL EXAMINATION by BROWN, Judge Advocate.

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1. The accused was tried upon the following charges and specifications:

CHARGE I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Co. A, 16th Inf., did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

CHARGE II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Co. A, 16th Inf., alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinman, Co. A 16th Inf. $9.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its

entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 3: (Finding of Guilty disapproved by reviewing authority).

Specification 4: In that Private Martin Davis, Co. A, 16th Inf., alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept. U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: (Finding of Not Guilty by the court).

Specification 6: (Finding of Guilty disapproved by reviewing authority).

Specification 7: (Finding of Not Guilty by the court).

Specification 8: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Arthur Glassey, did, at Valpariso, Indiana, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt., 16th Inf., Custodian, which said check was a writing of a private nature, which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Co. A, 16th Inf., alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y., 976, Pvt. 1st. Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt., 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 10: (Finding of Not Guilty by the court).

Specification 11: (Finding of Not Guilty by the court).

Specification 12: In that Private Martin Davis, Co. A, 16th Inf., alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st. Cl. Samuel Bloom, Reg. #7807, $17.00, ration account of January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Co. A, 16th Inf., alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st. Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf. Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Co. A, 16th Inf., alias Arthur Cohen, did, at Pittsburgh, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st. Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarrgy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Co. A, 16th Inf., alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

He pleaded not guilty to the charges and specifications thereunder, was found not guilty of Specifications 5, 7, 10 and 11, Charge II, and guilty of all other specifications and the charges. No evidence of previous convictions was introduced. He was sentenced to dishonorable discharge, forfeiture of all pay and allowances due or to become due, and confinement at hard labor for fifteen years, three-fourths of the members present concurring. The reviewing authority disapproved the findings of Specifications 3 and 6, Charge II, approved the sentence, reduced the period of confinement to ten years, designated the Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, as the place of confinement and forwarded the record pursuant to Article of War 50½.

2. The evidence shows that the accused while serving as a member of Company A, 16th Infantry, Fort Jay, New York, absented himself without leave from his organization on December 1, 1928 (Ex. 1). He was apprehended on February 16, 1929, at Trenton, New Jersey (R 48, Ex. 2) (Specification, Charge I).

The court received in evidence a check No. 6056, drawn on the Quartermaster Bank, United States Army, Fort Jay, dated December 14, 1928, payable to Morris Vinman, Co. A, 16th Inf., in the amount of $9.00, signed by "L.J. Lorber, Major, Finance Dept.", and indorsed by Morris Vinman (R 16, Ex. 3). A Mrs. Shore, 246 George St., New Brunswick, New Jersey, identified the check as one she received from a man who came to her house saying he was

Morris Vinman and engaged a room for two nights just before Christmas, 1928. She testified that he gave her the check which she cashed, retaining $4.00 as the price of her room and returning to him $5.00 in change (R 14). At this time she felt that "it was wrong" and told him so but he replied that some of the soldiers' pay was retained each payday so that if they "wanted to go on furlough they could draw on" it (R 15). Vinman then left, with the understanding that he was to be back soon, but he did not return (R 17), causing her to become suspicious. She made no effort to secure the money on the check (R 15). The man Vinman closely resembled accused and she believed they were identical, but she did not"want to swear to the thing." (R 14-17). The Army Register and the Army List and Directory were received in evidence and show that there is no such person as L. J. Lorber, Major, Finance Department, United States Army (R 26). There is no such institution as the Quartermaster Bank United States Army, Fort Jay, New York (R 27). The accused in a confession voluntarily made to a Secret Service operative admitted writing, indorsing and presenting certain checks (R 28, 29, 36), among which was one in the amount of $9.00, cashed at a small hotel "run by a party named Shore", in New Brunswick, New Jersey, the accused using the name of Morris Vinman (R 30). (Specification 1; Charge II).

There was also received in evidence a check No. C24555, drawn on the Quartermaster Bank United States Army, dated December 6, 1928, payable to Martin Davis, in the amount of $20.00, signed by "L.J. Lorber, Major Finance Dept.", indorsed "Martin Davis, Co. A, 16th Inf.", and also indorsed for deposit only to Penn Norris Hotel by H.T. Bean, and bearing a stamp of the Peoples National Bank, Norristown, Pennsylvania (R 31; Ex. 8). In his confession to the Secret Service operative, accused admitted writing, indorsing and presenting a check in the amount of $14.00 which he had "passed" on a hotel at Norristown, Pennsylvania, the accused using the name of Davis (R 30) (Specification 2, Charge II).

The court received in evidence a check No. 6056, Quartermaster Bank United States Army, Fort Jay, N.Y., dated December 14, 1928, payable to Marvin Levinsohn, in the amount of $10.00, signed by "L.J. Lorber, Major Finance Dept. U.S.A.", indorsed by "Martin Levinsohn" and by Louis Schultz (R 20; Ex. 2). Louis Schultz, Jersey City, New Jersey, identified the check as one he had cashed for accused some time in December, 1928 (R 18-21). Witness deposited the check in his bank but it was returned "No Good" (R 19). The accused,in his confession, admitted that he had written, indorsed and presented a check (R 28, 29, 36), in the amount of $10.00 which he had "passed" in a drug store at Jersey City operated by a man named Schultz (R 30) (Specification 4, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36) in the amount of "$14.00", which he "passed" in a small hotel and lunch room at Valparaiso, Indiana, the accused using the name of Martin Glassey (R 33). The court received in evidence a check, No. 7807, drawn on the First National Bank of Akron, Ohio, dated "Headquarters Detachment, January 9, 1928", payable to Private 1st Class

Martin Arthur Glassey, in the amount of $17.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed by "Martin Arthur Glassey, Co. A, 16th Infantry, U.S. Army", and also indorsed by I.L. Hutchings, and bearing the stamp of the State Bank of Valparaiso (R 46, Ex. 16). Captain L.J. McCarthy, 16th Infantry, testified that the name appearing at the bottom of this check was his own but that he had not signed it or authorized anyone to sign it, and that he was never custodian of any fund in the First National Bank of Akron, Ohio (R 45) (Specification 8, Charge II).

The accused further in the confession admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$14.00", which he "passed" to the Cleveland Grey Line Bus Company, the accused using the name of Irving Kaufman (R 32). The court received in evidence check No. 976, drawn on the Quartermaster Bank United States Army, New York, dated "2nd C.A. Det. January 6th, 1929", payable to Private 1st Class Irving Kaufman, in the amount of $11.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed "Irving Kaufman, Co. A, 16th Infantry", and by Greyhound Lines Inc., and bearing a stamp of the Cleveland Clearing House (R 45, Ex. 11). Captain McCarthy did not sign this check and did not authorize anyone to sign it (R 40). (Specification 9, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$12.00", which he procured to be cashed in a drug store at Vincennes, Indiana, the accused using the name of Samuel Bloom (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated January 31, 1929, payable to Private 1st Class Samuel Bloom, Reg. #7807, in the amount of $17.00,"Ration account for January payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund account, No. 766, Finance Dept. U.S.A.", indorsed "Samuel Bloom, P.F.C., Co. A, 16th Infantry, Company Reg. #7807", and also indorsed by Otto F. Kramer, bearing the stamp of the American National Bank, Vincennes, Indiana, with a notation to the "Kramer Drug Co., 501 Main St., Vincennes, Indiana, Feb. 8, 1929, No such bank" (R 37, Ex. 12). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 41). (Specification 12, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on a jewelry shop at Indianapolis, Indiana, the accused using the name of Max Perlman (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Max Perlman #7807, in the amount of $14.00, "Rations for January 1929 payable to above named soldier, Value received and charge the same to the account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund No. 766 January", indorsed "Max Perlman, Serial #7807, Hqrs. Co.", and A.H. Engmark, and bearing the stamp of the Belmont State Bank, Indianapolis, Indiana (R 43, Ex. 14). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 44). (Specification 13, Charge II).

In his confession the accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on the Yellow A Bus Line, Pittsburgh, Pennsylvania, the accused using the name of Arthur Cohen (R 33). The court received in evidence a check or draft No. 766, drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Arthur Cohen 7807, in the amount of $14.00, signed by "L.J. McCarrgy, Capt. 16th Inf., Capt. Finance Dept. Custodian", indorsed "Arthur Cohen, Co. B, 16th Infantry", and bearing a stamp of the Monongahela National Bank, Pittsburgh, Pennsylvania (R 47; Ex. 18). The Army Register shows that there is no officer in the Army named "L.J. McCarrgy." (Specification 14, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $10.00, which he passed on the Fannie Palmer Candy Shop at Dayton, Ohio, under the name of Harold Goetz (R 34). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Harold Goetz 7807, in the amount of $12.00, "Rations for January 1929 payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of Funds, The Ration Fund, No. 766, January Fund", indorsed "Harold Goetz, Co. A, 16th Inf.", and Jane Roe Candy Shoppe by B. Brown, Mgr., and bearing a stamp of the Dayton Savings & Trust Co., D ayton, Ohio (R 34; Ex. 9). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 40). (Specification 15, Charge II).

The question of the sanity of the accused was not raised but the prosecution introduced in evidence, over objection by the defense, the proceedings of a board of officers which on April 3, 1929, investigated the sanity of the accused and found that he had no mental disease, that he was sane at the time of the commission of the alleged offenses (R 48, 50) and at the time of his observation and examination by the Board (Ex. 19).

The accused elected to remain silent at the trial and no evidence was introduced by the defense.

3. With reference to the specification, Charge I, the evidence shows that the accused went absent without leave from his organization on or about December 1, 1928, and was apprehended at Trenton, New Jersey, on or about February 15, 1929. From the duration of the absence, and the other circumstances in the case the court was justified in making the inference that accused intended to remain away permanently. The elements of desertion are established.

Under specifications 1, 2, 4, 8, 9, 12, 13, 14 and 15, Charge II, alleging forgeries, the proof consisted of the checks involved, evidence that the purported makers were fictitious persons or that the persons whose names appeared as makers did not sign the checks and did not authorize anyone to sign them, and the confession of accused that he wrote and passed them. In certain cases also the checks were drawn upon banks which appear not to have

existed. The statements in the confession vary from the other evidence as to the amounts of certain of the checks passed, but other detailed statements therein as to the places and persons involved sufficiently show that the transactions admitted by a ccused to have taken place were those charged. The evidence is legally sufficient to support the findings of forgery in each case.

4. The charge sheet shows that the accused enlisted February 6, 1928, at the age of 28 years, with prior service from October 7, 1920, to January 31, 1924.

5. The court was legally constituted. No errors injuriously affecting the substantial rights of the accused were committed during the trial. The record of trial is legally sufficient to support the findings of guilty as approved by the reviewing authority and the sentence.

W. A. Trundell. Judge Advocate.

William E. Burns Judge Advocate.

Luther D. Hoover Judge Advocate.

Form No. 34

WAR DEPARTMENT

IN THE OFFICE OF THE JUDGE ADVOCATE GENERAL

WASHINGTON, D. C.

Military Justice

C. M. No. 187623.

U N I T E D S T A T E S vs. Private MARTIN DAVIS (6056731), Company A, 16th Infantry.	HEADQUARTERS FIRST DIVISION Trial by G.C.M., convened at Fort Jay, New York, July 12, 1929. Dishonorable discharge and confinement for ten (10) years. Disciplinary Barracks.

HOLDING by the BOARD OF REVIEW
TURNBULL, BURNS and HOOVER, Judge Advocates

ORIGINAL EXAMINATION by BROWN, Judge Advocate.

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1. The record of trial in the case of the soldier named above has been examined and is held by the Board of Review to be legally sufficient to support the sentence.

W. A. Turnbull, Judge Advocate.
William E. Burns, Judge Advocate.
Hubert H. Hoover, Judge Advocate.

1st Indorsement

War Department, J.A.G.O. AUG 23 1929 To the Commanding General, Headquarters First Division, Fort Hamilton, New York.

1. In the case of Private Martin Davis (6056731), Company A, 16th Infantry (C.M. No. 187623),

HQ. 1ST DIVISION AUG 24 1929

your attention is invited to the foregoing holding by the Board of Review that the record of trial is legally sufficient to support the sentence , which holding I hereby approve; and you are advised that, under the provisions of Article of War 50½, you now have authority to order the execution of the said sentence .

2. When copies of the published order in this case are forwarded to this office they should be accompanied by the foregoing holding and this indorsement. The file number of the record of this case in this office is 187623 . For convenience of reference and to facilitate attaching the copies of the published order to the record in this case, please place the said number in brackets at the end of the published order, as follows:

[J.A.G.O. No. 187623].

E.A. KREGER,
Major General,
The Judge Advocate General.

GOVERNMENT PRINTING OFFICE 3—9085

Bacon-ncl
Military Justice
CM 181152-188333-187623-
192229-192498

2nd Ind.

MAR 5 - 1932

War Department, J.A.G.O., - To The Adjutant General.

1. By 1st Ind. (AG 253.1 (2-25-32) Pris.), March 2, 1932, you refer to this office for remark and recommendation letter from The Commandant, Atlantic Branch, United States Disciplinary Barracks, dated February 25, 1932, relative to clemency in behalf of General Prisoners Harry Page and Martin Davis.

2. The records of this office show that Page was tried four times by general court-martial. For a summary of the offenses of which he was convicted attention is invited to 2nd Ind. of this office to you dated December 23, 1931.

3. The records of this office further show that Davis was tried once by general court-martial. A summary of the facts and circumstances of this case is contained in the review of the Board of Review, a copy of which was sent you on August 23, 1929.

4. The Commandant in his letter states that a prisoner confined in the Disciplinary Barracks suffered an attack of epidemic cerebro-spinal

meningitis and was kept in an isolation ward, and that Page and Davis were his only attendants during his three weeks illness in January and February, 1932; that they were constantly exposed to the danger of contracting this contagious and dangerous disease, but they performed this dangerous duty willingly and efficiently. He thinks the faithfulness shown by these two General Prisoners in this case warrants a reward. He therefore recommends that one year's confinement in the case of Page and two years in the case of Davis be remitted. He states that more clemency is recommended for Davis because he alone took care of the spinial meningitis case during the first week and he was exposed to more danger.

5. Page has served slightly over three years of his sentences aggregating 7 years and 6 months.

Davis has served about one year and eight months of his ten-year sentence.

6. For the reasons set forth in the letter of the Commandant this office has no objection to the remission of one year and two years, respectively, of the confinement of General Prisoners Page and Davis.

For The Judge Advocate General:

WM. J. BACON

Wm. J. Bacon,
Major, J.A.G.D.,
Chief of Section.

2 Incls.

A. G. 201 Davis, Martin (3-3-31)Pris.
GJF/145

MEMORANDUM

for The Judge Advocate General.

The views set forth by The Judge Advocate General under date of March 16, 1931, *relative to* clemency denial

REC'D
APR 2 1931
J. A. G. O.

(*J. A. G. O. File No.* 187623), *were approved by the* direction of Assistant *Secretary of War on* March 31, 1931.

By order of the Secretary of War:

Adjutant General.

The Adjutant General's Office,
April 1 , 1931.

FORM NO. 0411, A.G.O.
AUG. 5, 1926.

Krimbill-meb-elh.

Military Justice
C.M. 187623. 3rd Ind.

War Department, J.A.G.O., MAR 16 1931 - To The Adjutant General.

1. By 2nd Ind., AG 201 Davis, Martin (3/3/31) Pris., dated March 11, 1931, there has been transmitted to this office for remark and recommendation a Clemency Memorandum for the Secretary of War in the case of General Prisoner Martin Davis.

2. General Prisoner Martin Davis, formerly Private, Company A, 16th Infantry, was convicted by general court-martial on July 12, 1929, of desertion terminated by apprehension, and of nine separate offenses of forgery of checks at various times during the period from December, 1928, to February, inclusive, 1929, and was sentenced to dishonorable discharge, total forfeitures, and ten years' confinement. The Board of Review in this office held the record of trial in this case to be legally sufficient to support the sentence and this holding was concurred in by The Judge Advocate General.

3. In a reconsideration of the case on March 6, 1931, the Psychiatry and Sociology Board recommended a remission of three years of the sentence, in which recommendation the Commandant, Atlantic Branch, United States Disciplinary Barracks, concurred.

4. In view of the seriousness of the offenses and the comparatively brief period that the prisoner has been in confinement serving the above sentence, it is recommended that no clemency be extended at this time.

For The Judge Advocate General:

G. L. Finley

G.L. Finley,
Major, J.A.G.D.,
Chief of Section.

1 Incl.-no change.

AG 201 Davis, Martin (3/3/31)
Pris.

2nd Ind.

BKP-145

War Dept., A.G.O., March 11, 1931 - To The Judge Advocate General.

For remark and recommendation.

By order of the Secretary of War:

REC'D

Horace L. Sykes

Adjtant General.

1 Incl. (Clem. Memo. dated 3/9/31)

MAR 12 1931

J. A. G. O.

Military Justice
C.M. 187623. 3rd Ind.

War Department, J.A.G.O., MAR 16 1931 - To The Adjutant General.

1. By 2nd Ind., AG 201 Davis, Martin (3/3/31) Pris., dated March 11, 1931, there has been transmitted to this office for remark and recommendation a Clemency Memorandum for the Secretary of War in the case of General Prisoner Martin Davis.

2. General Prisoner Martin Davis, formerly Private, Company A, 16th Infantry, was convicted by general court-martial on July 12, 1929, of desertion terminated by apprehension, and of nine separate offenses of forgery of checks at various times during the period from December, 1928, to February, inclusive, 1929, and was sentenced to dishonorable discharge, total forfeitures, and ten years' confinement. The Board of Review in this office held the record of trial in this case to be legally sufficient to support the sentence and this holding was concurred in by The Judge Advocate General.

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4. In view of the seriousness of the offenses and the comparatively brief period that the prisoner has been in confinement serving the above sentence, it is recommended that no clemency be extended at this time.

For The Judge Advocate General: G. L. Finley

G.L. Finley,
Major, J.A.G.D.,
Chief of Section.

1 Incl.-no change.

Military Justice
C.M. 187623. 3rd Ind.

War Department, J.A.G.O., MAR 16 1931 - To The Adjutant General.

1. By 2nd Ind., AG 201 Davis, Martin (3/3/31) Pris., dated March 11, 1931, there has been transmitted to this office for remark and recommendation a Clemency Memorandum for the Secretary of War in the case of General Prisoner Martin Davis.

2. General Prisoner Martin Davis, formerly Private, Company A, 16th Infantry, was convicted by general court-martial on July 12, 1929, of desertion terminated by apprehension, and of nine separate offenses of forgery of checks at various times during the period from December, 1928, to February, inclusive, 1929, and was sentenced to dishonorable discharge, total forfeitures, and ten years' confinement. The Board of Review in this office held the record of trial in this case to be legally sufficient to support the sentence and this holding was concurred in by The Judge Advocate General.

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4. In view of the seriousness of the offenses and the comparatively brief period that the prisoner has been in confinement serving the above sentence, it is recommended that no clemency be extended at this time.

For The Judge Advocate General:

G. L. Finley

G.L. Finley,
Major, J.A.G.D.,
Chief of Section.

1 Incl.-no change.

Military Justice
C.M. 197623.

3rd Ind.

War Department, J.A.G.O., MAR 16 1931 - To The Adjutant General.

1. By 2nd Ind., AG 291 Davis, Martin (3/3/31) Pris., dated March 11, 1931, there has been transmitted to this office for remark and recommendation a Clemency Memorandum for the Secretary of War in the case of General Prisoner Martin Davis.

2. General Prisoner Martin Davis, formerly Private, Company A, 16th Infantry, was convicted by general court-martial on July 12, 1929, of desertion terminated by apprehension, and of nine separate offenses of forgery of checks at various times during the period from December, 1928, to February, inclusive, 1929, and was sentenced to dishonorable discharge, total forfeitures, and ten years' confinement. The Board of Review in this office held the record of trial in this case to be legally sufficient to support the sentence and this holding was concurred in by The Judge Advocate General.

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4. In view of the seriousness of the offenses and the comparatively brief period that the prisoner has been in confinement serving the above sentence, it is recommended that no clemency be extended at this time.

For The Judge Advocate General:

G. L. Finley

G.L. Finley,
Major, J.A.G.D.,
Chief of Section.

1 Incl.-no change.

Connor - dvg
Military Justice
C. M. No. 187623 Wrapper Ind.

War Department, J.A.G.O., MAR 1 - 1930 - To The Adjutant General.

1. For such consideration and further reply as may appear proper, herewith is transmitted the letter of Honorable John F. Quayle, House of Representatives, dated February 26, 1930, relative to retention for completion of sentence of General Prisoner Martin Davis, formerly Private, Company A, 16th Infantry, at The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York.

2. There is also inclosed a copy of the letter of this office to Mr. Quayle acknowledging receipt of his communication and advising him of this transmittal.

3. For a statement of the facts and circumstances of this case attention is invited to the review thereof by the Board of Review in this office, a copy of which was sent you on August 23, 1929.

For The Judge Advocate General:

Wm. M. Connor,

WM. M. CONNOR,
Major, J.A.G.D.
Acting Chief, Military Justice Section.

2 Incls.
Incl. 1 - Letter to this office from Mr. Quayle.
Incl. 2 - Copy of reply of this office to Mr. Quayle.

Connor - dvg
Military Justice
C. M. No. 187623

MAR 1 - 1930

Honorable John F. Quayle,
House of Representatives,
Washington, D. C.

Dear Mr. Quayle:

Your letter of February 26, 1930, addressed to me, relative to the case of Martin Davis, formerly Private, Company A, 16th Infantry, is before me. I note your personal interest in the case and your request, based on the desire of this prisoner's family to have him as near as possible for visiting purposes, that he be held to serve the unexecuted portion of his sentence at Governors Island, New York.

Private Martin Davis, Company A, 16th Infantry, was convicted by general court-martial on July 12, 1929, of desertion terminated by apprehension and of nine separate offenses of forgery of checks at various times during the period from December, 1928, to February, inclusive, 1929, and sentence of dishonorable discharge, forfeiture of all pay and allowances, and ten years confinement at The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, was imposed in his case.

As the matter of transfer of general prisoners from one place of confinement to another is within the primary control of The Adjutant General of the Army, and as regulations governing the War Department require communications of the nature of your letter to be forwarded to that officer, I am transmitting your letter to him for consideration and such further advice to you in the premises as may be deemed proper.

Very truly yours,

E. A. KREGER

E. A. KREGER,
Major General,
The Judge Advocate General.

mah

A. G. 201 Davis, Martin (12-18-29)
Pris. (12-28-29)NBM-163

MEMORANDUM

for The Judge Advocate General.

The views set forth by The Judge Advocate General under date of December 23, 1929, *relative to* clemency denial,

(*J. A. G. O. File No.* 187623), *were approved by/the direction of* Assistant *Secretary of War on* December 27 , *1929* .

By order of the Secretary of War:

Adjutant General.

The Adjutant General's Office,

December 28 , *1929* .

REC'D DEC 30 1929 J. A. G. O.

FORM NO. 0411, A.G.O.
AUG. 5, 1926.

Turnbull - meb

Military Justice
C. M. No. 187623

2d Ind.

DEC 23 1929

War Department, J.A.G.O., - To The Adjutant General.

1. By 1st Ind. 201 - Davis, Martin (12-18-29) Pris., AGO, dated December 21, 1929, you refer to this office for remark and recommendation a Clemency Memorandum for the Secretary of War from the Acting Commandant, Atlantic Branch, United States Disciplinary Barracks, Governors Island, New York, dated December 18, 1929, in the case of General Prisoner Martin Davis, formerly Private, Company A, 16th Infantry.

2. For a statement of the facts and circumstances of this case attention is invited to the review of the case by the Board of Review in this office, a copy of which was sent you on August 23, 1929.

3. In view of all of the facts and circumstances of the case it is recommended that no clemency be granted at this time.

For The Judge Advocate General:

W. A. TURNBULL

W. A. TURNBULL,
Major, J.A.G.D.,
Chief, Military Justice Section.

1 Incl. No change.

AG 201 -Davis, Martin (12-18-29) Pris. NBM-163

1st Ind.

War Dept., A.G.O. December 21, 1929 - To The Judge Advocate General.

For remark and recommendation.

By order of the Secretary of War:

DEC 23 1929
J.A.G.O.

Andrew J. White

Adjutant General.

1 Incl.

Military Justice
C. M. No. 187623

2d Ind.

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W. A. TURNBULL,
Major, J.A.G.D.,
Chief, Military Justice Section.

1 Incl. No change.

REC'D
SEP 4 1929
J.A.G.O.

HEADQUARTERS 1ST DIVISION
Fort Hamilton, New York
August 26, 1929.

General Court-Martial
Orders No. 215.

Before a general court-martial which convened at Fort Jay, N. Y., pursuant to Par. I, S. O. 44, April 12, 1929, as modified by Par. 1, S. O. 79, July 11, 1929, this headquarters, was arraigned and tried:

Private Martin Davis, 6056731, Company A, 16th Infantry.

Charge I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Company A, 16th Infantry, did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States, and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

Charge II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Company A, 16th Infantry, alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14, 1928, Morris Vinman Co A, 16th Inf, $9.00, L. J. Lorber, Major, Finance Dept, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit; Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 3: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlberg, did, at Philadelphia, Pa., on or about December 14, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, New York, 6056, Max Perlberg, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 4: In that Private Martin Davis, Company A, 16th Infantry, alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept U. S. A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: In that Private Martin Davis, Company A, 16th Infantry, alias Marvin Levinsohn, did, at New York City, New York, on or about December 20, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank U. S. Army, N. Y. 6056, Marvin Levinsohn, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Div. J.A.

Specification 6: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Gordon, did, at Scranton, Pa., on or about December 24, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank of New York, Pvt. 1st Cl. Arthur Gordon, 16th Inf., $9.00, 977, L. J. McCarthy, Capt. 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 7: In that Private Martin Davis, Company A, 16th Infantry, alias Ralph Gordon, did, at Binghamton, New York, on or about January 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank, New York City, Pvt. 1cl Ralph Gordon, $20.00, L. J. McCarthy, Capt in, 16th Infantry, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 8: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Arthur Glassey, did, at Valpariso, Indiania, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9, 1929, Pvt. 1st Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Company A, 16th Infantry, alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, N. Y., 976, Pvt. 1st Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 10: In that Private Martin Davis, Company A, 16th Infantry, alias Vincent Lubin, did, at Marshalltown, Iowa, on or about January 25, 1929, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Rock Island National Bank of Rock Island, January 22, 1929, Pvt. 1st Cl. Vincent Lubin, Hq. Co. $19.00, L. J. McCarthy, Capt. Hq. Co. Custodian of Company Funds, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 11: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Lewis, did, at St Louis, Mo., on or about February 6, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Finance Dept. United States Army of U. S. Army, 02077, January 31, 1929, Martin Lewis, Pvt. First Class $14.00, L. J. McCarthy, Capt. Finance Dept, Custodian of Funds for Casual Company, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 12: In that Private Martin Davis, Company A, 16th Infantry, alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st Cl. Samuel Bloom, Reg. #7807, $17.00, ration account for January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlman, did, at Indianapolis, Ind. on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st Cl. Max Perlman, 7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Cohen, did, at Pittsburg, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarthy, Capt. 16th Inf. Capt. Finance Dept., Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Company A, 16th Infantry, alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

PLEAS

To all Specifications and Charges: Not guilty.

FINDINGS

Of Specifications 5, 7, 10 and 11, Charge II: Not guilty.
Of all other Specifications and Charges: Guilty.

SENTENCE

To be dishonorably discharged the service, to forfeit all pay and allowances due or to become due, and to be confined at hard labor, at such place as the reviewing authority may direct, for fifteen (15) years.

The sentence was adjudged on July 12, 1929.

The findings of Specifications 5 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten (10) years. Article of War 50½ having been complied with, the sentence, as mitigated, will be duly executed. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. (201 J.O., J.A.G.O. No. 187623)

By command of Brigadier General DRUM:

F. J. MORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON MARSON,
Major, Adjutant General's Dept.,
Adjutant General.

HEADQUARTERS 1ST DIVISION
Fort Hamilton, New York
August 26, 1929.

General Court-Martial
Orders No. 215.

Before a general court-martial which convened at Fort Jay, N. Y., pursuant to Par. 1, S. O. 44, April 12, 1929, as modified by Par. 1, S. O. 79, July 11, 1929, this headquarters, was arraigned and tried:

Private Martin Davis, 6056731, Company A, 16th Infantry.

Charge I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Company A, 16th Infantry, did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States, and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

Charge II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Company A, 16th Infantry, alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14, 1928, Morris Vinman Co A, 16th Inf, $9.00, L. J. Lorber, Major, Finance Dept, which said check was a writing of a private nature which might operate to the prejudice of another.

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Of all other Specifications and Charges: Guilty.

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To be dishonorably discharged the service, to forfeit all pay and allowances due or to become due, and to be confined at hard labor, at such place as the reviewing authority may direct, for fifteen (15) years.

The sentence was adjudged on July 12, 1929.

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By command of Brigadier General DRUM:

F. J. MORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON ADAMSON,
Major, Adjutant General's Dept.,
Adjutant General.

HEADQUARTERS 1ST DIVISION
Fort Hamilton, New York
August 26, 1929.

General Court-Martial
Orders No. 215.

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Specification 9: In that Private Martin Davis, Company A, 16th Infantry, alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, N. Y., 976, Pvt. 1st Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

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Specification 11: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Lewis, did, at St. Louis, Mo., on or about February 6, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Finance Dept. United States Army of U. S. Army, 02077, January 31, 1929, Martin Lewis, Pvt. First Class $14.00, L. J. McCarthy, Capt. Finance Dept., Custodian of Funds for Casual Company, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 12: In that Private Martin Davis, Company A, 16th Infantry, alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st Cl. Samuel Bloom, Reg. #7807, $17.00, ration account for January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlman, did, at Indianapolis, Ind. on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st Cl. Max Perlman, 7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Cohen, did, at Pittsburg, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarthy, Capt. 16th Inf. Capt. Finance Dept., Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Company A, 16th Infantry, alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

PLEAS

To all Specifications and Charges: Not guilty.

FINDINGS

Of Specifications 5, 7, 10 and 11, Charge II: Not guilty.
Of all other Specifications and Charges: Guilty.

SENTENCE

To be dishonorably discharged the service, to forfeit all pay and allowances due or to become due, and to be confined at hard labor, at such place as the reviewing authority may direct, for fifteen (15) years.

The sentence was adjudged on July 12, 1929.

The findings of Specifications 5 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten (10) years. Article of War 50½ having been complied with, the sentence, as mitigated, will be duly executed. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. (201 J.O., J.A.G.O. No. 187623)

By command of Brigadier General DRUM:

F. J. MORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON MARSON,
Major, Adjutant General's Dept.,
Adjutant General.

HEADQUARTERS 1ST DIVISION
Fort Hamilton, New York
August 26, 1929.

General Court-Martial
Orders No. 215.

Before a general court-martial which convened at Fort Jay, N. Y., pursuant to Par. 1, S. O. 44, April 12, 1929, as modified by Par. 1, S. O. 79, July 11, 1929, this headquarters, was arraigned and tried:

Private Martin Davis, 6056731, Company A, 16th Infantry.

Charge I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Company A, 16th Infantry, did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States, and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

Charge II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Company A, 16th Infantry, alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14, 1928, Morris Vinman Co A, 16th Inf, $9.00, L. J. Lorber, Major, Finance Dept, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit; Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 3: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlberg, did, at Philadelphia, Pa., on or about December 14, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, New York, 6056, Max Perlberg, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 4: In that Private Martin Davis, Company A, 16th Infantry, alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept U. S. A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: In that Private Martin Davis, Company A, 16th Infantry, alias Marvin Levinsohn, did, at New York City, New York, on or about December 20, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank U. S. Army, N. Y. 6056, Marvin Levinsohn, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 6: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Gordon, did, at Scranton, Pa., on or about December 24, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank of New York, Pvt. 1st Cl. Arthur Gordon, 16th Inf., $9.00, 977, L. J. McCarthy, Capt. 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 7: In that Private Martin Davis, Company A, 16th Infantry, alias Ralph Gordon, did, at Binghamton, New York, on or about January 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank, New York City, Pvt. 1cl Ralph Gordon, $20.00, L. J. McCarthy, Captain, 16th Infantry, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 8: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Arthur Glassey, did, at Valpariso, Indiania, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9, 1929, Pvt. 1st Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might lead to the prejudice of another

Specification 9: In that Private Martin Davis, Company A, 16th Infantry, alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, N. Y., 976, Pvt. 1st Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 10: In that Private Martin Davis, Company A, 16th Infantry, alias Vincent Lubin, did, at Marshalltown, Iowa, on or about January 25, 1929, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Rock Island National Bank of Rock Island, January 22, 1929, Pvt. 1st Cl. Vincent Lubin, Hq. Co., $19.00, L. J. McCarthy, Capt. Hq. Co. Custodian of Company Funds, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 11: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Lewis, did, at St Louis, Mo., on or about Fbruary 6, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Finance Dept. United States Army of U. S. Army, 02077, January 31, 1929, Martin Lewis, Pvt. First Class $14.00, L. J. McCarthy, Capt. Finance Dept, Custodian of Funds for Casual Company, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 12: In that Private Martin Davis, Company A, 16th Infantry, alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st Cl. Samuel Bloom, Reg. #7807, $17.00, ration account for January payable to above soldier , L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlman, did, at Indianapolis, Ind. on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Cohen, did, at Pittsburg, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarthy, Capt. 16th Inf. Capt. Finance Dept., Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Company A, 16th Infantry, alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

PLEAS

To all Specifications and Charges: Not guilty.

FINDINGS

Of Specifications 5, 7, 10 and 11, Charge II: Not guilty.
Of all other Specifications and Charges: Guilty.

SENTENCE

To be dishonorably discharged the service, to forfeit all pay and allowances due or to become due, and to be confined at hard labor, at such place as the reviewing authority may direct, for fifteen (15) years.

The sentence was adjudged on July 12, 1929.

The findings of Specifications 5 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten (10) years. Article of War 50½ having been complied with, the sentence, as mitigated, will be duly executed. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. (201 J.O., J.A.G.O. No. 187623)

By command of Brigadier General DRUM:

F. J. KORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON HARRISON,
Major, Adjutant General's Dept.,
Adjutant General.

HEADQUARTERS 1ST DIVISION
Fort Hamilton, New York
August 26, 1929.

General Court-Martial
Orders No. 215.

Before a general court-martial which convened at Fort Jay, N. Y., pursuant to Par. 1, S. O. 44, April 12, 1929, as modified by Par. 1, S. O. 79, July 11, 1929, this headquarters, was arraigned and tried:

Private Martin Davis, 6056731, Company A, 16th Infantry.

Charge I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Company A, 16th Infantry, did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States, and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

Charge II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Company A, 16th Infantry, alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14, 1928, Morris Vinman Co A, 16th Inf, $9.00, L. J. Lorber, Major, Finance Dept, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit; Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 3: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlberg, did, at Philadelphia, Pa., on or about December 14, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, New York, 6056, Max Perlberg, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 4: In that Private Martin Davis, Company A, 16th Infantry, alias Marvin Levinsohm, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept U. S. A, which said check was writing of a private nature, which might operate to the prejudice of another.

Specification 5: In that Private Martin Davis, Company A, 16th Infantry, alias Marvin Levihsohm, did, at New York City, New York, on or about December 20, 1928, with intent to defraud, falsely make in its entirety a cert in check in the following words and figures, to wit: Quartermaster Bank U. S. Army, N. Y. 6056, Marvin Levinsohm, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a privat ate nature, which might operate to the prejudice of another.

Specification 6: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Gordon, did, at Scranton, Pa., on or about December 24, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank of New York, Pvt. 1st Cl. Arthur Gordon, 16th Inf., $9.00, 977, L. J. McCarthy, Capt. 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

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Specification 8: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Arthur Glassey, did, at Valparaiso, Indiania, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9, 1929, Pvt. 1st Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might lead to the prejudice of another

Specification 9: In that Private Martin Davis, Company A, 16th Infantry, alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, N. Y., 976, Pvt. 1st Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 10: In that Private Martin Davis, Company A, 16th Infantry, alias Vincent Lubin, did, at Marshalltown, Iowa, on or about January 25, 1929, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Rock Island National Bank of Rock Island, January 22, 1929, Pvt. 1st Cl. Vincent Lubin, Hq. Co. $19.00, L. J. McCarthy, Capt. Hq. Co. Custodian of Company Funds, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 11: In that Private Martin Davis, Company A, 16th Infantry, alias Martin Lewis, did, at St. Louis, Mo., on or about February 6, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Finance Dept. United States Army of U. S. Army, 02077, January 31, 1929, Martin Lewis, Pvt. First Class $14.00, L. J. McCarthy, Capt. Finance Dept, Custodian of Funds for Casual Company, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 12: In that Private Martin Davis, Company A, 16th Infantry, alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st Cl. Samuel Bloom, Reg. #7807, $17.00, ration account for January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Company A, 16th Infantry, alias Max Perlman, did, at Indianapolis, Ind. on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Company A, 16th Infantry, alias Arthur Cohen, did, at Pittsburg, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarthy, Capt. 16th Inf. Capt. Finance Dept., Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Company A, 16th Infantry, alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

PLEAS

To all Specifications and Charges: Not guilty.

FINDINGS

Of Specifications 5, 7, 10 and 11, Charge II: Not guilty.
Of all other Specifications and Charges: Guilty.

SENTENCE

To be dishonorably discharged the service, to forfeit all pay and allowances due or to become due, and to be confined at hard labor, at such place as the reviewing authority may direct, for fifteen (15) years.

The sentence was adjudged on July 12, 1929.

The findings of Specifications 5 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten (10) years. Article of War 50½ having been complied with, the sentence, as mitigated, will be duly executed. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. (201 J.O., J.A.G.O. No. 187623)

By command of Brigadier General DRUM:

F. J. MORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON HARRISON,
Major, Adjutant General's Dept.,
Adjutant General.

Form No. 34

WAR DEPARTMENT
IN THE OFFICE OF THE JUDGE ADVOCATE GENERAL
WASHINGTON, D. C.

Brown-elh.

Military Justice

C. M. No. 187623.

U N I T E D S T A T E S vs. Private MARTIN DAVIS (6056731), Company A, 16th Infantry.	HEADQUARTERS FIRST DIVISION Trial by G.C.M., convened at Fort Jay, New York, July 12, 1929. Dishonorable discharge and confinement for ten (10) years. Disciplinary Barracks.

HOLDING by the BOARD OF REVIEW
TURNBULL, BURNS and HOOVER, Judge Advocates

ORIGINAL EXAMINATION by BROWN, Judge Advocate.

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1. The record of trial in the case of the soldier named above has been examined and is held by the Board of Review to be legally sufficient to support the sentence.

R. A. Turnbull, Judge Advocate.
William F. Burns, Judge Advocate.
Kirke W. Hoover, Judge Advocate.

1st Indorsement

AUG 23 1929

War Department, J.A.G.O. To the Commanding General, Headquarters First Division, Fort Hamilton, New York.

1. In the case of Private Martin Davis (6056731), Company A, 16th Infantry (C.M. No. 187623),

your attention is invited to the foregoing holding by the Board of Review that the record of trial is legally sufficient to support the sentence , which holding I hereby approve; and you are advised that, under the provisions of Article of War 50½, you now have authority to order the execution of the said sentence .

2. When copies of the published order in this case are forwarded to this office they should be accompanied by the foregoing holding and this indorsement. The file number of the record of this case in this office is [illegible]. For convenience of reference and to facilitate attaching the copies of the published order to the record in this case, please place the said number in brackets at the end of the published order, as follows:

[J.A.G.O. No. 187523].

Enoch H. Crowder,
Major General,
The Judge Advocate General.

GOVERNMENT PRINTING OFFICE 3—9085

WAR DEPARTMENT
In the Office of The Judge Advocate General
Washington, D.C.

AUG 23 1929

Military Justice
C. M. No. 187623

'COPY SENT TO A. G. O.'

U N I T E D S T A T E S	)	FIRST DIVISION
	)	
v.	)	Trial by G.C.M., convened at
	)	Fort Jay, New York, July 12,
Private MARTIN DAVIS	)	1929. Dishonorable discharge
(6056731), Company A,	)	and confinement for ten (10)
16th Infantry.	)	years. Disciplinary Barracks.

REVIEW by the BOARD OF REVIEW
TURNBULL, BURNS and HOOVER, Judge Advocates.
ORIGINAL EXAMINATION by BROWN, Judge Advocate.

---

1. The accused was tried upon the following charges and specifications:

CHARGE I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Co. A, 16th Inf., did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

CHARGE II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Co. A, 16th Inf., alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinman, Co. A 16th Inf. $9.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its

entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 3: (Finding of Guilty disapproved by reviewing authority).

Specification 4: In that Private Martin Davis, Co. A, 16th Inf., alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept. U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: (Finding of Not Guilty by the court).

Specification 6: (Finding of Guilty disapproved by reviewing authority).

Specification 7: (Finding of Not Guilty by the court).

Specification 8: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Arthur Glassey, did, at Valpariso, Indiana, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt., 16th Inf., Custodian, which said check was a writing of a private nature, which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Co. A, 16th Inf., alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y., 976, Pvt. 1st. Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt., 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 10: (Finding of Not Guilty by the court).

Specification 11: (Finding of Not Guilty by the court).

Specification 12: In that Private Martin Davis, Co. A, 16th Inf., alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st. Cl. Samuel Bloom, Reg. #7807, $17.00, ration account of January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Co. A, 16th Inf., alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st. Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf. Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Co. A, 16th Inf., alias Arthur Cohen, did, at Pittsburgh, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st. Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarrgy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Co. A, 16th Inf., alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

He pleaded not guilty to the charges and specifications thereunder, was found not guilty of Specifications 5, 7, 10 and 11, Charge II, and guilty of all other specifications and the charges. No evidence of previous convictions was introduced. He was sentenced to dishonorable discharge, forfeiture of all pay and allowances due or to become due, and confinement at hard labor for fifteen years, three-fourths of the members present concurring. The reviewing authority disapproved the findings of Specifications 3 and 6, Charge II, approved the sentence, reduced the period of confinement to ten years, designated the Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, as the place of confinement and forwarded the record pursuant to Article of War 50½.

2. The evidence shows that the accused while serving as a member of Company A, 16th Infantry, Fort Jay, New York, absented himself without leave from his organization on December 1, 1928 (Ex. 1). He was apprehended on February 16, 1929, at Trenton, New Jersey (R 48, Ex. 2) (Specification, Charge I).

The court received in evidence a check No. 6056, drawn on the Quartermaster Bank, United States Army, Fort Jay, dated December 14, 1928, payable to Morris Vinman, Co. A, 16th Inf., in the amount of $9.00, signed by "L.J. Lorber, Major, Finance Dept.", and indorsed by Morris Vinman (R 16, Ex. 3). A Mrs. Shore, 246 George St., New Brunswick, New Jersey, identified the check as one she received from a man who came to her house saying he was

Morris Vinman and engaged a room for two nights just before Christmas, 1928. She testified that he gave her the check which she cashed, retaining $4.00 as the price of her room and returning to him $5.00 in change (R 14). At this time she felt that "it was wrong" and told him so but he replied that some of the soldiers' pay was retained each payday so that if they "wanted to go on furlough they could draw on" it (R 15). Vinman then left, with the understanding that he was to be back soon, but he did not return (R 17), causing her to become suspicious. She made no effort to secure the money on the check (R 15). The man Vinman closely resembled accused and she believed they were identical, but she did not "want to swear to the thing." (R 14-17). The Army Register and the Army List and Directory were received in evidence and show that there is no such person as L. J. Lorber, Major, Finance Department, United States Army (R 26). There is no such institution as the Quartermaster Bank United States Army, Fort Jay, New York (R 27). The accused in a confession voluntarily made to a Secret Service operative admitted writing, indorsing and presenting certain checks (R 28, 29, 36), among which was one in the amount of $9.00, cashed at a small hotel "run by a party named Shore", in New Brunswick, New Jersey, the accused using the name of Morris Vinman (R 30). (Specification 1; Charge II).

There was also received in evidence a check No. C24555, drawn on the Quartermaster Bank United States Army, dated December 6, 1928, payable to Martin Davis, in the amount of $20.00, signed by "L.J. Lorber, Major Finance Dept.", indorsed "Martin Davis, Co. A, 16th Inf.", and also indorsed for deposit only to Penn Morris Hotel by H.T. Bean, and bearing a stamp of the Peoples National Bank, Morristown, Pennsylvania (R 31; Ex. 8). In his confession to the Secret Service operative, accused admitted writing, indorsing and presenting a check in the amount of $14.00 which he had "passed" on a hotel at Morristown, Pennsylvania, the accused using the name of Davis (R 30) (Specification 2, Charge II).

The court received in evidence a check No. 6056, Quartermaster Bank United States Army, Fort Jay, N.Y., dated December 14, 1928, payable to Marvin Levinsohn, in the amount of $10.00, signed by "L.J. Lorber, Major Finance Dept. U.S.A.", indorsed by "Martin Levinsohn" and by Louis Schultz (R 20; Ex. 2). Louis Schultz, Jersey City, New Jersey, identified the check as one he had cashed for accused some time in December, 1928 (R 18-21). Witness deposited the check in his bank but it was returned "No Good" (R 19). The accused, in his confession, admitted that he had written, indorsed and presented a check (R 28, 29, 36), in the amount of $10.00 which he had "passed" in a drug store at Jersey City operated by a man named Schultz (R 30) (Specification 4, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36) in the amount of "$14.00", which he "passed" in a small hotel and lunch room at Valparaiso, Indiana, the accused using the name of Martin Glassey (R 33). The court received in evidence a check, No. 7807, drawn on the First National Bank of Akron, Ohio, dated "Headquarters Detachment, January 9, 1928", payable to Private 1st Class

Martin Arthur Glassey, in the amount of $17.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed by "Martin Arthur Glassey, Co. A, 16th Infantry, U.S. Army", and also indorsed by I.L. Hutchings, and bearing the stamp of the State Bank of Valparaiso (R 46, Ex. 16). Captain L.J. McCarthy, 16th Infantry, testified that the name appearing at the bottom of this check was his own but that he had not signed it or authorized anyone to sign it, and that he was never custodian of any fund in the First National Bank of Akron, Ohio (R 45) (Specification 8, Charge II).

The accused further in the confession admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$14.00", which he "passed" to the Cleveland Grey Line Bus Company, the accused using the name of Irving Kaufman (R 32). The court received in evidence check No. 976, drawn on the Quartermaster Bank United States Army, New York, dated "2nd C.A. Det. January 6th, 1929", payable to Private 1st Class Irving Kaufman, in the amount of $11.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed "Irving Kaufman, Co. A, 16th Infantry", and by Greyhound Lines Inc., and bearing a stamp of the Cleveland Clearing House (R 45, Ex. 11). Captain McCarthy did not sign this check and did not authorize anyone to sign it (R 40). (Specification 9, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$12.00", which he procured to be cashed in a drug store at Vincennes, Indiana, the accused using the name of Samuel Bloom (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated January 31, 1929, payable to Private 1st Class Samuel Bloom, Reg. #7807, in the amount of $17.00, "Ration account for January payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund account, No. 766, Finance Dept. U.S.A.", indorsed "Samuel Bloom, P.F.C., Co. A, 16th Infantry, Company Reg. #7807", and also indorsed by Otto F. Kramer, bearing the stamp of the American National Bank, Vincennes, Indiana, with a notation to the "Kramer Drug Co., 501 Main St., Vincennes, Indiana, Feb. 8, 1929, No such bank" (R 37, Ex. 12). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 41). (Specification 12, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on a jewelry shop at Indianapolis, Indiana, the accused using the name of Max Perlman (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Max Perlman #7807, in the amount of $14.00, "Rations for January 1929 payable to above named soldier, Value received and charge the same to the account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund No. 766 January", indorsed "Max Perlman, Serial #7807, Hqrs. Co.", and A.H. Engmark, and bearing the stamp of the Belmont State Bank, Indianapolis, Indiana (R 43, Ex. 14). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 44). (Specification 13, Charge II).

In his confession the accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on the Yellow A Bus Line, Pittsburgh, Pennsylvania, the accused using the name of Arthur Cohen (R 33). The court received in evidence a check or draft No. 766, drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Arthur Cohen 7807, in the amount of $14.00, signed by "L.J. McCarrgy, Capt. 16th Inf., Capt. Finance Dept. Custodian", indorsed "Arthur Cohen, Co. B, 16th Infantry", and bearing a stamp of the Monongahela National Bank, Pittsburgh, Pennsylvania (R 47; Ex. 18). The Army Register shows that there is no officer by the Army named "L.J. McCarrgy." (Specification 14, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $10.00, which he passed on the Fannie Palmer Candy Shop at Dayton, Ohio, under the name of Harold Goetz (R 34). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Harold Goetz 7807, in the amount of $12.00, "Rations for January 1929 payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of Funds, The Ration Fund, No. 766, January Fund", indorsed "Harold Goetz, Co. A, 16th Inf.", and Jane Doe Candy Shoppe by B. Brown, Mgr., and bearing a stamp of the Dayton Savings & Trust Co., Dayton, Ohio (R 34; Ex. 9). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 40). (Specification 15, Charge II).

The question of the sanity of the accused was not raised but the prosecution introduced in evidence, over objection by the defense, the proceedings of a board of officers which on April 3, 1929, investigated the sanity of the accused and found that he had no mental disease, that he was sane at the time of the commission of the alleged offenses (R 48, 50) and at the time of his observation and examination by the Board (Ex. 19).

The accused elected to remain silent at the trial and no evidence was introduced by the defense.

3. With reference to the specification, Charge I, the evidence shows that the accused went absent without leave from his organization on or about December 1, 1928, and was apprehended at Trenton, New Jersey, on or about February 15, 1929. From the duration of the absence, and the other circumstances in the case the court was justified in making the inference that accused intended to remain away permanently. The elements of desertion are established.

Under specifications 1, 2, 4, 8, 9, 12, 13, 14 and 15, Charge II, alleging forgeries, the proof consisted of the checks involved, evidence that the purported makers were fictitious persons or that the persons whose names appeared as makers did not sign the checks and did not authorize anyone to sign them, and the confession of accused that he wrote and passed them. In certain cases also the checks were drawn upon banks which appear not to have

existed. The statements in the confession vary from the other evidence as to the amounts of certain of the checks passed, but other detailed statements therein as to the places and persons involved sufficiently show that the transactions admitted by a ccused to have taken place were those charged. The evidence is legally sufficient to support the findings of forgery in each case.

4. The charge sheet shows that the accused enlisted February 6, 1928, at the age of 23 years, with prior service from October 7, 1920, to January 31, 1924.

5. The court was legally constituted. No errors injuriously affecting the substantial rights of the accused were committed during the trial. The record of trial is legally sufficient to support the findings of guilty as approved by the reviewing authority and the sentence.

W. A Trumbull Judge Advocate.

William E. Burns Judge Advocate.

Robert H. Hooper Judge Advocate.

WAR DEPARTMENT
In the Office of The Judge Advocate General
Washington, D.C.

AUG 23 1929

Military Justice
C. M. No. 187623

U N I T E D S T A T E S	FIRST DIVISION
v.	Trial by G.C.M., convened at Fort Jay, New York, July 12, 1929. Dishonorable discharge and confinement for ten (10) years. Disciplinary Barracks.
Private MARTIN DAVIS (6056731), Company A, 16th Infantry.	

REVIEW by the BOARD OF REVIEW
TUCKEBULL, BURNS and HOOVER, Judge Advocates.
ORIGINAL EXAMINATION by BROWN, Judge Advocate.

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1. The accused was tried upon the following charges and specifications:

CHARGE I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Co. A, 16th Inf., did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

CHARGE II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Co. A, 16th Inf., alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinman, Co. A 16th Inf. $9.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its

entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 3: (Finding of Guilty disapproved by reviewing authority).

Specification 4: In that Private Martin Davis, Co. A, 16th Inf., alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept. U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: (Finding of Not Guilty by the court).

Specification 6: (Finding of Guilty disapproved by reviewing authority).

Specification 7: (Finding of Not Guilty by the court).

Specification 8: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Arthur Glassey, did, at Valparaiso, Indiana, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt., 16th Inf., Custodian, which said check was a writing of a private nature, which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Co. A, 16th Inf., alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y., 976, Pvt. 1st. Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt., 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 10: (Finding of Not Guilty by the court).

Specification 11: (Finding of Not Guilty by the court).

Specification 12: In that Private Martin Davis, Co. A, 16th Inf., alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st. Cl. Samuel Bloom, Reg. #7807, $17.00, ration account of January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Co. A, 16th Inf., alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st. Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf. Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Co. A, 16th Inf., alias Arthur Cohen, did, at Pittsburgh, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st. Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarrgy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Co. A, 16th Inf., alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

He pleaded not guilty to the charges and specifications thereunder, was found not guilty of Specifications 5, 7, 10 and 11, Charge II, and guilty of all other specifications and the charges. No evidence of previous convictions was introduced. He was sentenced to dishonorable discharge, forfeiture of all pay and allowances due or to become due, and confinement at hard labor for fifteen years, three-fourths of the members present concurring. The reviewing authority disapproved the findings of Specifications 3 and 6, Charge II, approved the sentence, reduced the period of confinement to ten years, designated the Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, as the place of confinement and forwarded the record pursuant to Article of War 50½.

2. The evidence shows that the accused while serving as a member of Company A, 16th Infantry, Fort Jay, New York, absented himself without leave from his organization on December 1, 1928 (Ex. 1). He was apprehended on February 16, 1929, at Trenton, New Jersey (R 48, Ex. 2) (Specification, Charge I).

The court received in evidence a check No. 6056, drawn on the Quartermaster Bank, United States Army, Fort Jay, dated December 14, 1928, payable to Morris Vinman, Co. A, 16th Inf., in the amount of $9.00, signed by "L.J. Lorber, Major, Finance Dept.", and indorsed by Morris Vinman (R 16, Ex. 3). A Mrs. Shero, 246 George St., New Brunswick, New Jersey, identified the check as one she received from a man who came to her house saying he was

Morris Vinman and engaged a room for two nights just before Christmas, 1928. She testified that he gave her the check which she cashed, retaining $4.00 as the price of her room and returning to him $5.00 in change (R 14). At this time she felt that "it was wrong" and told him so but he replied that some of the soldiers' pay was retained each payday so that if they "wanted to go on furlough they could draw on" it (R 15). Vinman then left, with the understanding that he was to be back soon, but he did not return (R 17), causing her to become suspicious. She made no effort to secure the money on the check (R 15). The man Vinman closely resembled accused and she believed they were identical, but she did not "want to swear to the thing." (R 14-17). The Army Register and the Army List and Directory were received in evidence and show that there is no such person as L. J. Lorber, Major, Finance Department, United States Army (R 26). There is no such institution as the Quartermaster Bank United States Army, Fort Jay, New York (R 27). The accused in a confession voluntarily made to a Secret Service operative admitted writing, indorsing and presenting certain checks (R 28, 29, 36), among which was one in the amount of $9.00, cashed at a small hotel "run by a party named Shore", in New Brunswick, New Jersey, the accused using the name of Morris Vinman (R 30). (Specification 1; Charge II).

There was also received in evidence a check No. 624555, drawn on the Quartermaster Bank United States Army, dated December 6, 1928, payable to Martin Davis, in the amount of $20.00, signed by "L.J. Lorber, Major Finance Dept.", indorsed "Martin Davis, Co. A, 16th Inf.", and also indorsed for deposit only to Penn Morris Hotel by H.T. Bean, and bearing a stamp of the Peoples National Bank, Morristown, Pennsylvania (R 31; Ex. 8). In his confession to the Secret Service operative, accused admitted writing, indorsing and presenting a check in the amount of $14.00 which he had "passed" on a hotel at Morristown, Pennsylvania, the accused using the name of Davis (R 30) (Specification 2, Charge II).

The court received in evidence a check No. 6056, Quartermaster Bank United States Army, Fort Jay, N.Y., dated December 14, 1928, payable to Marvin Levinsohn, in the amount of $10.00, signed by "L.J. Lorber, Major Finance Dept. U.S.A.", indorsed by "Martin Levinsohn" and by Louis Schultz (R 20; Ex. 2). Louis Schultz, Jersey City, New Jersey, identified the check as one he had cashed for accused some time in December, 1928 (R 18-21). Witness deposited the check in his bank but it was returned "No Good" (R 19). The accused, in his confession, admitted that he had written, indorsed and presented a check (R 28, 29, 36), in the amount of $10.00 which he had "passed" in a drug store at Jersey City operated by a man named Schultz (R 30) (Specification 4, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36) in the amount of "$14.00", which he "passed" in a small hotel and lunch room at Valparaiso, Indiana, the accused using the name of Martin Glassey (R 33). The court received in evidence a check, No. 7307, drawn on the First National Bank of Akron, Ohio, dated "Headquarters Detachment, January 9, 1928", payable to Private 1st Class

Martin Arthur Glassey, in the amount of $17.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed by "Martin Arthur Glassey, Co. A, 16th Infantry, U.S. Army", and also indorsed by I.L. Hutchings, and bearing the stamp of the State Bank of Valparaiso (R 46, Ex. 16). Captain L.J. McCarthy, 16th Infantry, testified that the name appearing at the bottom of this check was his own but that he had not signed it or authorized anyone to sign it, and that he was never custodian of any fund in the First National Bank of Akron, Ohio (R 45) (Specification 8, Charge II).

The accused further in the confession admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$14.00", which he "passed" to the Cleveland Grey Line Bus Company, the accused using the name of Irving Kaufman (R 32). The court received in evidence check No. 976, drawn on the Quartermaster Bank United States Army, New York, dated "2nd C.A. Dst. January 6th, 1929", payable to Private 1st Class Irving Kaufman, in the amount of $11.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed "Irving Kaufman, Co. A, 16th Infantry", and by Greyhound Lines Inc., and bearing a stamp of the Cleveland Clearing House (R 45, Ex. 11). Captain McCarthy did not sign this check and did not authorize anyone to sign it (R 40). (Specification 9, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$12.00", which he procured to be cashed in a drug store at Vincennes, Indiana, the accused using the name of Samuel Bloom (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated January 31, 1929, payable to Private 1st Class Samuel Bloom, Reg. #7807, in the amount of $17.00,"Ration account for January payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund account, No. 766, Finance Dept. U.S.A.", indorsed "Samuel Bloom, P.F.C., Co. A, 16th Infantry, Company Reg. #7807", and also indorsed by Otto F. Kramer, bearing the stamp of the American National Bank, Vincennes, Indiana, with a notation to the "Kramer Drug Co., 501 Main St., Vincennes, Indiana, Feb. 6, 1929, No such bank" (R 37, Ex. 12). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 41). (Specification 12, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on a jewelry shop at Indianapolis, Indiana, the accused using the name of Max Perlman (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Max Perlman #7807, in the amount of $14.00, "Rations for January 1929 payable to above named soldier, Value received and charge the same to the account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund No. 766 January", indorsed "Max Perlman, Serial #7807, Hqrs. Co.", and A.H. Engmark, and bearing the stamp of the Belmont State Bank, Indianapolis, Indiana (R 43, Ex. 14). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 44). (Specification 13, Charge II).

In his confession the accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on the Yellow & Bus Line, Pittsburgh, Pennsylvania, the accused using the name of Arthur Cohen (R 33). The court received in evidence a check or draft No. 766, drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Arthur Cohen 7807, in the amount of $14.00, signed by "L.J. McCarrgy, Capt. 16th Inf., Capt. Finance Dept. Custodian", indorsed "Arthur Cohen, Co. B, 16th Infantry", and bearing a stamp of the Monongahela National Bank, Pittsburgh, Pennsylvania (R 47; Ex. 18). The Army Register shows that there is no officer by the Army named "L.J. McCarrgy." (Specification 14, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $10.00, which he passed on the Fannie Palmer Candy Shop at Dayton, Ohio, under the name of Harold Goetz (R 34). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Harold Goetz 7807, in the amount of $10.00, "Rations for January 1929 payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of Funds, The Ration Fund, No. 766, January Fund", indorsed "Harold Goetz, Co. A, 16th Inf.", and Jane Roe Candy Shoppe by B. Brown, Mgr., and bearing a stamp of the Dayton Savings & Trust Co., Dayton, Ohio (R 34; Ex. 9). Captain McCarthy did not sign this paper and did not authorise anyone to sign it (R 40). (Specification 15, Charge II).

The question of the sanity of the accused was not raised but the prosecution introduced in evidence, over objection by the defense, the proceedings of a board of officers which on April 3, 1929, investigated the sanity of the accused and found that he had no mental disease, that he was sane at the time of the commission of the alleged offenses (R 48, 50) and at the time of his observation and examination by the Board (Ex. 19).

The accused elected to remain silent at the trial and no evidence was introduced by the defense.

5. With reference to the specification, Charge I, the evidence shows that the accused went absent without leave from his organization on or about December 1, 1926, and was apprehended at Trenton, New Jersey, on or about February 15, 1929. From the duration of the absence, and the other circumstances in the case the court was justified in making the inference that accused intended to remain away permanently. The elements of desertion are established.

Under specifications 1, 2, 4, 8, 9, 12, 13, 14 and 15, Charge II, alleging forgeries, the proof consisted of the checks involved, evidence that the purported makers were fictitious persons or that the persons whose names appeared as makers did not sign the checks and did not authorise anyone to sign them, and the confession of accused that he wrote and passed them. In certain cases also the checks were drawn upon banks which appear not to have

existed. The statements in the confession vary from the other evidence as to the amounts of certain of the checks passed, but other detailed statements therein as to the places and persons involved sufficiently show that the transactions admitted by a ccused to have taken place were those charged. The evidence is legally sufficient to support the findings of forgery in each case.

4. The charge sheet shows that the accused enlisted February 6, 1928, at the age of 28 years, with prior service from October 7, 1920, to January 31, 1924.

5. The court was legally constituted. No errors injuriously affecting the substantial rights of the accused were committed during the trial. The record of trial is legally sufficient to support the findings of guilty as approved by the reviewing authority and the sentence.

W. A. TURNBULL
Judge Advocate.

W. F. BURNS
Judge Advocate.

HUBERT D. HOOVER
Judge Advocate.

WAR DEPARTMENT
In the Office of The Judge Advocate General
Washington, D.C.

AUG 23 1929

Military Justice
C. M. No. 187623

U N I T E D S T A T E S	)	FIRST DIVISION
	)	
V.	)	Trial by G.C.M., convened at
	)	Fort Jay, New York, July 12,
Private MARTIN DAVIS	)	1929. Dishonorable discharge
(6056731), Company A,	)	and confinement for ten (10)
16th Infantry.	)	years. Disciplinary Barracks.

REVIEW by the BOARD OF REVIEW
TUDERULL, BURNS and HOOVER, Judge Advocates.
ORIGINAL EXAMINATION by BROWN, Judge Advocate.

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1. The accused was tried upon the following charges and specifications:

CHARGE I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Co. A, 16th Inf., did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

CHARGE II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Co. A, 16th Inf., alias Morris Vinson, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinson, Co. A 16th Inf. $9.00, L. J. Lerber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its

entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lerber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 3: (Finding of Guilty disapproved by reviewing authority).

Specification 4: In that Private Martin Davis, Co. A, 16th Inf., alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lerber, Major, Finance Dept. U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: (Finding of Not Guilty by the court).

Specification 6: (Finding of Guilty disapproved by reviewing authority).

Specification 7: (Finding of Not Guilty by the court).

Specification 8: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Arthur Glassey, did, at Valparaiso, Indiana, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7907, Headquarters Detachment, Jan. 9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt., 16th Inf., Custodian, which said check was a writing of a private nature, which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Co. A, 16th Inf., alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y., 976, Pvt. 1st. Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt., 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 10: (Finding of Not Guilty by the court).

Specification 11: (Finding of Not Guilty by the court).

Specification 12: In that Private Martin Davis, Co. A, 16th Inf., alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st. Cl. Samuel Bloom, Reg. #7807, $17.00, ration account of January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Co. A, 16th Inf., alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st. Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf. Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Co. A, 16th Inf., alias Arthur Cohen, did, at Pittsburgh, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st. Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarrgy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Co. A, 16th Inf., alias Harold Coetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. Cl. Harold Coetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

He pleaded not guilty to the charges and specifications thereunder, was found not guilty of Specifications 5, 7, 10 and 11, Charge II, and guilty of all other specifications and the charges. No evidence of previous convictions was introduced. He was sentenced to dishonorable discharge, forfeiture of all pay and allowances due or to become due, and confinement at hard labor for fifteen years, three-fourths of the members present concurring. The reviewing authority disapproved the findings of Specifications 5 and 6, Charge II, approved the sentence, reduced the period of confinement to ten years, designated the Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, as the place of confinement and forwarded the record pursuant to Article of War 50½.

2. The evidence shows that the accused while serving as a member of Company A, 16th Infantry, Fort Jay, New York, absented himself without leave from his organization on December 1, 1928 (Ex. 1). He was apprehended on February 16, 1929, at Trenton, New Jersey (R 48, Ex. 2) (Specification, Charge I).

The court received in evidence a check No. 6056, drawn on the Quartermaster Bank, United States Army, Fort Jay, dated December 14, 1928, payable to Morris Vinman, Co. A, 16th Inf., in the amount of $9.00, signed by "L.J. Lorber, Major, Finance Dept.", and indorsed by Morris Vinman (R 16, Ex. 3). A Mrs. Shore, 246 George St., New Brunswick, New Jersey, identified the check as one she received from a man who came to her house saying he was

Morris Vinman and engaged a room for two nights just before Christmas, 1928. She testified that he gave her the check which she cashed, retaining $4.00 as the price of her room and returning to him $5.00 in change (R 14). At this time she felt that "it was wrong" and told him so but he replied that some of the soldiers' pay was retained each payday so that if they "wanted to go on furlough they could draw on" it (R 15). Vinman then left, with the understanding that he was to be back soon, but he did not return (R 17), causing her to become suspicious. She made no effort to secure the money on the check (R 16). The man Vinman closely resembled accused and she believed they were identical, but she did not "want to swear to the thing." (R 14-17). The Army Register and the Army List and Directory were received in evidence and show that there is no such person as L. J. Lorber, Major, Finance Department, United States Army (R 26). There is no such institution as the Quartermaster Bank United States Army, Fort Jay, New York (R 27). The accused in a confession voluntarily made to a Secret Service operative admitted writing, indorsing and presenting certain checks (R 28, 29, 36), among which was one in the amount of $3.00, cashed at a small hotel "run by a party named Shore", in New Brunswick, New Jersey, the accused using the name of Morris Vinman (R 30). (Specification 1; Charge II).

There was also received in evidence a check No. 624555, drawn on the Quartermaster Bank United States Army, dated December 6, 1928, payable to Martin Davis, in the amount of $20.00, signed by "L.J. Lorber, Major Finance Dept.", indorsed "Martin Davis, Co. A, 16th Inf.", and also indorsed for deposit only to Penn Morris Hotel by H.T. Bean, and bearing a stamp of the Peoples National Bank, Morristown, Pennsylvania (R 31; Ex. 3). In his confession to the Secret Service operative, accused admitted writing, indorsing and presenting a check in the amount of $14.00 which he had "passed" on a hotel at Morristown, Pennsylvania, the accused using the name of Davis (R 30) (Specification 2, Charge II).

The court received in evidence a check No. 6056, Quartermaster Bank United States Army, Fort Jay, N.Y., dated December 14, 1928, payable to Marvin Levinsohn, in the amount of $10.00, signed by "L.J. Lorber, Major Finance Dept. U.S.A.", indorsed by "Martin Levinsohn" and by Louis Schultz (R 20; Ex. 2). Louis Schultz, Jersey City, New Jersey, identified the check as one he had cashed for accused some time in December, 1928 (R 18-21). Witness deposited the check in his bank but it was returned "No Good" (R 19). The accused, in his confession, admitted that he had written, indorsed and presented a check (R 28, 29, 36), in the amount of $10.00 which he had "passed" in a drug store at Jersey City operated by a man named Schultz (R 30) (Specification 4, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36) in the amount of "$14.00", which he "passed" in a small hotel and lunch room at Valparaiso, Indiana, the accused using the name of Martin Glassey (R 33). The court received in evidence a check, No. 7007, drawn on the First National Bank of Akron, Ohio, dated "Headquarters Detachment, January 9, 1928", payable to Private 1st Class

Martin Arthur Glassey, in the amount of $17.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed by "Martin Arthur Glassey, Co. A, 16th Infantry, U.S. Army", and also indorsed by I.L. Hutchings, and bearing the stamp of the State Bank of Valparaiso (R 46, Ex. 16). Captain L.J. McCarthy, 16th Infantry, testified that the name appearing at the bottom of this check was his own but that he had not signed it or authorized anyone to sign it, and that he was never custodian of any fund in the First National Bank of Akron, Ohio (R 45) (Specification 6, Charge II).

The accused further in the confession admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$14.00", which he "passed" to the Cleveland Grey Line Bus Company, the accused using the name of Irving Kaufman (R 32). The court received in evidence check No. 976, drawn on the Quartermaster Bank United States Army, New York, dated "2nd C.A. Dot. January 6th, 1929", payable to Private 1st Class Irving Kaufman, in the amount of $11.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed "Irving Kaufman, Co. A, 16th Infantry", and by Greyhound Lines Inc., and bearing a stamp of the Cleveland Clearing House (R 45, Ex. 11). Captain McCarthy did not sign this check and did not authorize anyone to sign it (R 40). (Specification 9, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$12.00", which he procured to be cashed in a drug store at Vincennes, Indiana, the accused using the name of Samuel Bloom (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated January 31, 1929, payable to Private 1st Class Samuel Bloom, Reg. #7807, in the amount of $17.00, "Ration account for January payable to above soldier. Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund account, No. 766, Finance Dept. U.S.A.", indorsed "Samuel Bloom, P.F.C., Co. A, 16th Infantry, Company Reg. #7807", and also indorsed by Otto F. Kramer, bearing the stamp of the American National Bank, Vincennes, Indiana, with a notation to the "Kramer Drug Co., 501 Main St., Vincennes, Indiana, Feb. 8, 1929, No such bank" (R 37, Ex. 12). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 41). (Specification 12, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on a jewelry shop at Indianapolis, Indiana, the accused using the name of Max Perlman (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Max Perlman #7807, in the amount of $14.00, "Rations for January 1929 payable to above named soldier, Value received and charge the same to the account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund No. 766 January", indorsed "Max Perlman, Serial #7807, Mgrs. Co.", and A.H. Engmark, and bearing the stamp of the Belmont State Bank, Indianapolis, Indiana (R 43, Ex. 14). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 44). (Specification 13, Charge II).

In his confession the accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on the Yellow A Bus Line, Pittsburgh, Pennsylvania, the accused using the name of Arthur Cohen (R 35). The court received in evidence a check or draft No. 766, drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Arthur Cohan 7807, in the amount of $14.00, signed by "L.J. McCarrgy, Capt. 16th Inf., Capt. Finance Dept. Custodian", indorsed "Arthur Cohen, Co. B, 16th Infantry", and bearing a stamp of the Monongahela National Bank, Pittsburgh, Pennsylvania (R 47; Ex. 18). The Army Register shows that there is no officer by the Army named "L.J. McCarrgy." (Specification 14, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $10.00, which he passed on the Mannie Palmer Candy Shop at Dayton, Ohio, under the name of Harold Coots (R 34). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Harold Coots 7807, in the amount of $10.00, "Rations for January 1929 payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of Funds, The Ration Fund, No. 766, January Fund", indorsed "Harold Coots, Co. A, 16th Inf.", and Jane Rae Candy Shoppe by B. Brown, Mgr., and bearing a stamp of the Dayton Savings & Trust Co., Dayton, Ohio (R 34; Ex. 9). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 40). (Specification 15, Charge II).

The question of the sanity of the accused was not raised but the prosecution introduced in evidence, over objection by the defense, the proceedings of a board of officers which on April 3, 1929, investigated the sanity of the accused and found that he had no mental disease, that he was sane at the time of the commission of the alleged offenses (R 48, 50) and at the time of his observation and examination by the Board (Ex. 19).

The accused elected to remain silent at the trial and no evidence was introduced by the defense.

3. With reference to the specification, Charge I, the evidence shows that the accused went absent without leave from his organization on or about December 1, 1928, and was apprehended at Trenton, New Jersey, on or about February 15, 1929. From the duration of the absence, and the other circumstances in the case the court was justified in making the inference that accused intended to remain away permanently. The elements of desertion are established.

Under specifications 1, 2, 4, 8, 9, 12, 13, 14 and 15, Charge II, alleging forgeries, the proof consisted of the checks involved, evidence that the purported makers were fictitious persons or that the persons whose names appeared as makers did not sign the checks and did not authorize anyone to sign them, and the confession of accused that he wrote and passed them. In certain cases also the checks were drawn upon banks which appear not to have

existed. The statements in the confession vary from the other evidence as to the amounts of certain of the checks passed, but other detailed statements therein as to the places and persons involved sufficiently show that the transactions admitted by a accused to have taken place were those charged. The evidence is legally sufficient to support the findings of forgery in each case.

4. The charge sheet shows that the accused enlisted February 6, 1930, at the age of 20 years, with prior service from October 7, 1920, to January 31, 1924.

5. The court was legally constituted. No errors injuriously affecting the substantial rights of the accused were committed during the trial. The record of trial is legally sufficient to support the findings of guilty as approved by the reviewing authority and the sentence.

W. A. TURNBULL

_____ Judge Advocate.

W. F. BURNS

_____ Judge Advocate.

HUBERT D. HOOVER

_____ Judge Advocate.

WAR DEPARTMENT
In the Office of The Judge Advocate General
Washington, D.C.

AUG 23 1929

Military Justice
C. M. No. 187623

U N I T E D S T A T E S	FIRST DIVISION
V.	Trial by G.C.M., convened at Fort Jay, New York, July 12, 1929. Dishonorable discharge and confinement for ten (10) years. Disciplinary Barracks.
Private MARTIN DAVIS (6056731), Company A, 16th Infantry.	

REVIEW by the BOARD OF REVIEW
TURNBULL, BURNS and HOOVER, Judge Advocates.
ORIGINAL EXAMINATION by BROWN, Judge Advocate.

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1. The accused was tried upon the following charges and specifications:

CHARGE I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Co. A, 16th Inf., did, at Fort Jay, New York, on or about December 1, 1928, desert the service of the United States and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16, 1929.

CHARGE II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Co. A, 16th Inf., alias Morris Vinson, did, at New Brunswick, N. J., on or about December 7, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinson, Co. A 16th Inf. $9.00, L. J. Lerber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Davis, did, at Norristown, Pa., on or about December 8, 1928, with intent to defraud, falsely make in its

entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Check No. 024555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 3: (Finding of Guilty disapproved by reviewing authority).

Specification 4: In that Private Martin Davis, Co. A, 16th Inf., alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15, 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, N. Y., 6056, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept. U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: (Finding of Not Guilty by the court).

Specification 6: (Finding of Guilty disapproved by reviewing authority).

Specification 7: (Finding of Not Guilty by the court).

Specification 8: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Arthur Glassey, did, at Valparaiso, Indiana, on or about January 15, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt., 16th Inf., Custodian, which said check was a writing of a private nature, which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Co. A, 16th Inf., alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y., 976, Pvt. 1st. Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt., 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 10: (Finding of Not Guilty by the court).

Specification 11: (Finding of Not Guilty by the court).

Specification 12: In that Private Martin Davis, Co. A, 16th Inf., alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st. Cl. Samuel Bloom, Reg. #7807, $17.00, ration account of January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Co. A, 16th Inf., alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st. Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf. Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Co. A, 16th Inf., alias Arthur Cohen, did, at Pittsburgh, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its

entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt. 1st. Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarrgy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Co. A, 16th Inf., alias Harold Goetz, did, at Dayton, Ohio, on or about February 14, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

He pleaded not guilty to the charges and specifications thereunder, was found not guilty of Specifications 5, 7, 10 and 11, Charge II, and guilty of all other specifications and the charges. No evidence of previous convictions was introduced. He was sentenced to dishonorable discharge, forfeiture of all pay and allowances due or to become due, and confinement at hard labor for fifteen years, three-fourths of the members present concurring. The reviewing authority disapproved the findings of Specifications 3 and 6, Charge II, approved the sentence, reduced the period of confinement to ten years, designated the Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, as the place of confinement and forwarded the record pursuant to Article of War 50½.

2. The evidence shows that the accused while serving as a member of Company A, 16th Infantry, Fort Jay, New York, absented himself without leave from his organization on December 1, 1928 (R. 1). He was apprehended on February 16, 1929, at Trenton, New Jersey (R 46, Ex. 2) (Specification, Charge I).

The court received in evidence a check No. 6056, drawn on the Quartermaster Bank, United States Army, Fort Jay, dated December 14, 1928, payable to Norris Vinman, Co. A, 16th Inf., in the amount of $9.00, signed by "L.J. Lorber, Major, Finance Dept.", and indorsed by Norris Vinman (R 16, Ex. 3). A Mrs. Shaw, 246 George St., New Brunswick, New Jersey, identified the check as one she received from a man who came to her house saying he was

Morris Vinman and engaged a room for two nights just before Christmas, 1928. She testified that he gave her the check which she cashed, retaining $4.00 as the price of her room and returning to him $5.00 in change (R 14). At this time she felt that "it was wrong" and told him so but he replied that some of the soldiers' pay was retained each payday so that if they "wanted to go on furlough they could draw on" it (R 15). Vinman then left, with the understanding that he was to be back soon, but he did not return (R 17), causing her to become suspicious. She made no effort to secure the money on the check (R 15). The man Vinman closely resembled accused and she believed they were identical, but she did not "want to swear to the thing." (R 14-17). The Army Register and the Army List and Directory were received in evidence and show that there is no such person as L. J. Lorber, Major, Finance Department, United States Army (R 26). There is no such institution as the Quartermaster Bank United States Army, Fort Jay, New York (R 27). The accused in a confession voluntarily made to a Secret Service operative admitted writing, indorsing and presenting certain checks (R 28, 29, 36), among which was one in the amount of $9.00, cashed at a small hotel "run by a party named Shore", in New Brunswick, New Jersey, the accused using the name of Morris Vinman (R 30). (Specification 1; Charge II).

There was also received in evidence a check No. 224555, drawn on the Quartermaster Bank United States Army, dated December 6, 1928, payable to Martin Davis, in the amount of $10.00, signed by "L.J. Lorber, Major Finance Dept.", indorsed "Martin Davis, Co. 4, 16th Inf.", and also indorsed for deposit only to Penn Morris Hotel by H.F. Bean, and bearing a stamp of the Peoples National Bank, Norristown, Pennsylvania (R 31; Ex. 8). In his confession to the Secret Service operative, accused admitted writing, indorsing and presenting a check in the amount of $14.00 which he had "passed" on a hotel at Norristown, Pennsylvania, the accused using the name of Davis (R 30) (Specification 2, Charge II).

The court received in evidence a check No. 6056, Quartermaster Bank United States Army, Fort Jay, N.Y., dated December 14, 1928, payable to Marvin Levinsohn, in the amount of $10.00, signed by "L.J. Lorber, Major Finance Dept. U.S.A.", indorsed by "Martin Levinsohn" and by Louis Schultz (R 20; Ex. 2). Louis Schultz, Jersey City, New Jersey, identified the check as one he had cashed for accused some time in December, 1928 (R 19-21). Witness deposited the check in his bank but it was returned "No Good" (R 19). The accused, in his confession, admitted that he had written, indorsed and presented a check (R 28, 29, 36), in the amount of $10.00 which he had "passed" in a drug store at Jersey City operated by a man named Schultz (R 30) (Specification 4, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36) in the amount of "$14.00", which he "passed" in a small hotel and lunch room at Valparaiso, Indiana, the accused using the name of Martin Glassey (R 35). The court received in evidence a check, No. 7007, drawn on the First National Bank of Akron, Ohio, dated "Headquarters Detachment, January 9, 1929", payable to Private 1st Class

Martin Arthur Glassey, in the amount of $17.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed by "Martin Arthur Glassey, Co. A, 16th Infantry, U.S. Army", and also indorsed by I.L. Hutchings, and bearing the stamp of the State Bank of Valparaiso (R 46, Ex. 16). Captain L.J. McCarthy, 16th Infantry, testified that the name appearing at the bottom of this check was his own but that he had not signed it or authorized anyone to sign it, and that he was never custodian of any fund in the First National Bank of Akron, Ohio (R 45) (Specification 8, Charge II).

The accused further in the confession admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$14.00", which he "passed" to the Cleveland Grey Line Bus Company, the accused using the name of Irving Kaufman (R 32). The court received in evidence check No. 976, drawn on the Quartermaster Bank United States Army, New York, dated "2nd C.A. Dat. January 6th, 1929", payable to Private 1st Class Irving Kaufman, in the amount of $11.00, signed by "L.J. McCarthy, Capt. 16th Inf. Custodian", indorsed "Irving Kaufman, Co. A, 16th Infantry", and by Greyhound Lines Inc., and bearing a stamp of the Cleveland Clearing House (R 45, Ex. 11). Captain McCarthy did not sign this check and did not authorize anyone to sign it (R 45). (Specification 9, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of "$12.00", which he procured to be cashed in a drug store at Vincennes, Indiana, the accused using the name of Samel Bloom (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated January 31, 1929, payable to Private 1st Class Samel Bloom, Reg. #7807, in the amount of $17.00, "Ration account for January payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund account, No. 766, Finance Dept. U.S.A.", indorsed "Samel Bloom, P.F.C., Co. A, 16th Infantry, Company Reg. #7807", and also indorsed by Otto F. Kramer, bearing the stamp of the American National Bank, Vincennes, Indiana, with a notation to the "Kramer Drug Co., 501 Main St., Vincennes, Indiana, Feb. 6, 1929, No such bank" (R 37, Ex. 12). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 41). (Specification 11, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $14.00, which he passed on a jewelry shop at Indianapolis, Indiana, the accused using the name of Max Perlman (R 33). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Max Perlman #7807, in the amount of $14.00, "Rations for January 1929 payable to above named soldier, Value received and charge the same to the account of L.J. McCarthy, Capt. 16th Inf., Custodian of funds, To Ration fund No. 766 January", indorsed "Max Perlman, Serial #7807, Myrs. Co.", and A.H. Hayman, and bearing the stamp of the Belmont State Bank, Indianapolis, Indiana (R 43, Ex. 14). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 44). (Specification 13, Charge II).

In his confession the accused admitted having written, indorsed and presented a certain check (R 30, 29, 36), in the amount of $14.00, which he passed on the Yellow A Bus Line, Pittsburgh, Pennsylvania, the accused using the name of Arthur Cohen (R 33). The court received in evidence a check or draft No. 736, drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Arthur Cohen 7307, in the amount of $14.00, signed by "L.J. McCarrgy, Capt. 16th Inf., Capt. Finance Dept. Custodian", indorsed "Arthur Cohen, Co. B, 16th Infantry", and bearing a stamp of the Monongahela National Bank, Pittsburgh, Pennsylvania (R 47; Ex. 18). The Army Register shows that there is no officer in the army named "L.J. McCarrgy." (Specification 14, Charge II).

In his confession accused admitted having written, indorsed and presented a certain check (R 28, 29, 36), in the amount of $10.00, which he passed on the Famido Palmer Candy Shop at Dayton, Ohio, under the name of Harold Goetz (R 34). The court received in evidence a check or draft drawn on the Quartermaster Bank United States Army, dated February 4, 1929, payable to Private 1st Class Harold Goetz 7307, in the amount of $12.00, "Rations for January 1929 payable to above soldier, Value received and charge the same to account of L.J. McCarthy, Capt. 16th Inf., Custodian of Funds, The Ration Fund, No. 766, January Fund", indorsed "Harold Goetz, Co. A, 16th Inf.", and Jane Rae Candy Shoppe by E. Brown, Mgr., and bearing a stamp of the Dayton Savings & Trust Co., Dayton, Ohio (R 34; Ex. 9). Captain McCarthy did not sign this paper and did not authorize anyone to sign it (R 40). (Specification 15, Charge II).

The question of the sanity of the accused was not raised but the prosecution introduced in evidence, over objection by the defense, the proceedings of a board of officers which on April 7, 1929, investigated the sanity of the accused and found that he had no mental disease, that he was sane at the time of the commission of the alleged offenses (R 48, 50) and at the time of his observation and examination by the Board (Ex. 19).

The accused elected to remain silent at the trial and no evidence was introduced by the defense.

5. With reference to the specification, Charge I, the evidence shows that the accused went absent without leave from his organization on or about December 1, 1928, and was apprehended at Trenton, New Jersey, on or about February 15, 1929. From the duration of the absence, and the other circumstances in the case the court was justified in making the inference that accused intended to remain away permanently. The elements of desertion are established.

Under specifications 1, 2, 4, 8, 9, 12, 13, 14 and 15, Charge II, alleging forgeries, the proof consisted of the checks involved, evidence that the purported makers were fictitious persons or that the persons whose names appeared as makers did not sign the checks and did not authorize anyone to sign them, and the confession of accused that he wrote and passed them. In certain cases also the checks were drawn upon banks which appear not to have

existed. The statements in the confession vary from the other evidence as to the amounts of certain of the checks passed, but other detailed statements therein as to the places and persons involved sufficiently show that the transactions admitted by accused to have taken place were those charged. The evidence is legally sufficient to support the findings of forgery in each case.

4. The charge sheet shows that the accused enlisted February 6, 1920, at the age of 23 years, with prior service from October 7, 1920, to January 31, 1924.

5. The court was legally constituted. No errors injuriously affecting the substantial rights of the accused were committed during the trial. The record of trial is legally sufficient to support the findings of guilty as approved by the reviewing authority and the sentence.

W. A. TURNBULL
Judge Advocate.

W. F. BURNS
Judge Advocate.

HUBERT D. HOOVER
Judge Advocate.

GENERAL COURT-MARTIAL DATA SHEET

Davis,	Martin	-	6056731	Pvt.	Co. "A", 16th Inf.
(Last name)	(First name)	(Middle initial)	(Army serial No.)	(Grade)	(Company, regiment, and branch)

J. A. G. O., C. M. No. 187623

	Trial J. A.		Staff J. A.		J. A. G. O.	
	Yes.	No.	Yes.	No.	Yes.	No.
1. Was court ordered by proper authority?	✓		✓		✓	
2. Are all orders showing membership of court properly entered in record?	✓		✓		✓	
3. Were there less than five members detailed or present at any meeting?		✓		✓		✓
4. Was the law member of the court designated by convening order?	✓		✓		✓	
5. If the presence of the law member was specifically required by the convening authority, was he present at each session?	✓		—		—	
6. Did the court have jurisdiction of person and offense?	✓		✓		✓	
7. Does the record show place, date, and hour court convened?	✓		✓		✓	
8. Are all members of the court, trial judge advocate, assistant trial judge advocates, defense counsel, and assistant defense counsel accounted for as present or absent?	✓		✓		✓	
9. If accused did not introduce individual counsel, was he asked in open court whether he desired to do so?	✓		✓		✓	
10. Was reporter sworn?	✓		✓		✓	
11. Was interpreter sworn?			—		—	
12. Was accused extended right of challenge as to each member of the court, and was he instructed as to his right to exercise one peremptory challenge against any member except the law member?	✓		✓		✓	
13. Was action of court upon challenges regular and properly taken?			—		—	
14. Was the court sworn?	✓		✓		✓	
15. Was any officer sitting as a member of the court the accuser, a witness for the prosecution, or, upon a rehearing, one who sat as a member on the former trial?		✓		✓		✓
16. Was the trial judge advocate sworn?	✓		✓		✓	
17. Was each assistant trial judge advocate sworn?			—		—	
18. Was the accused properly arraigned?			✓		✓	
19. Were the pleas of guilty properly explained by law member, or in his absence, by president of the court?			—		—	
20. Does each specification state an offense under the Articles of War?			✓		✓	
21. Are there copied into the record—						
(a) Charges and specifications?	✓		✓		✓	
(b) Name, rank and organization of the person signing charges?	✓		✓		✓	
(c) Affidavit to the charges and specifications?	✓		✓		✓	
(d) Designation of the capacity in which the person, military or civil, administered the oath verifying the charges?	✓		✓		✓	
(e) His name?	✓		✓		✓	
(f) The order of reference for trial?	✓		✓		✓	
22. In a proper case, was the accused properly advised of his right to plead the statute of limitations?			—		—	
23. Are pleas of accused regularly entered?	✓		✓		✓	
24. Were the witnesses sworn?	✓		✓		✓	
25. Are the findings properly entered?	✓		✓		✓	
26. Was the vote upon each finding by secret written ballot?	✓		✓		✓	
27. Was sentence reached by secret written ballot?	✓		✓		✓	
28. Did at least two-thirds of members present at the time the vote on each finding was taken concur therein?	✓		✓		✓	

REC'D
AUG 1 1929
J. A. G. O.
PERMANENT
FILE

	Trial J. A.		Staff J. A.		J. A. G. O.	
	Yes.	No.	Yes.	No.	Yes.	No.
29. In each case of finding of guilty where death sentence mandatory, did all members present concur in each finding?	✓		—		—	
30. Did members present concur in sentence, as follows: To death, all members; to life imprisonment or confinement for over ten years, at least three-fourths of members; to any other punishment, at least two-thirds?	✓		✓		✓	
31. Does the evidence sustain the findings of the court? in part			✓		✓	
32. Is the sentence legal?	✓		✓		✓	
33. Does any ruling of the court on the admission of evidence or other matters injuriously affect the substantial rights of accused?				✓		✓
34. Did all members who participated in proceedings in revision vote on original findings and sentence?	✓			—		—
35. At proceedings in revision are the trial judge advocate, assistant trial judge advocate, defense counsel, assistant defense counsel, the accused, and the individual counsel, if any, accounted for as present or absent?	✓			—		—
36. Is the record properly authenticated?	✓		✓		✓	
37. Is action of reviewing authority properly entered in record and signed?			✓		✓	
38. In case of adjournment or continuance, are each day's proceedings properly signed by trial judge advocate?	✓			—		—
39. After each adjournment during trial, is presence or absence of members of court, trial judge advocate, assistant trial judge advocate, defense counsel, assistant defense counsel, accused, his individual counsel, and the reporter properly accounted for?	✓			—		—
40. Were rights of accused as witness properly extended and explained?			✓		✓	
41. Are the findings legal? in part	✓		✓		✓	
42. Is the action of the reviewing authority legal and properly taken?				—	✓	
43. Is any irregularity fatal to the sentence, a separable portion thereof, or some finding or portion thereof?				✓		✓
44. Is clemency recommended?		✓		✓		✓

Vincent D Mee

Vincent D. Mee, 1st Lieut. 16th Inf. July 16, 1929.
Trial Judge Advocate. (Date.)

CPH

JUL 31 1929

Staff Judge Advocate. (Date.)

Robert W Brown Legally sufficient August 7, 1929
Officer Reviewing Record. (Action.) (Date.)

Chief of Section. (Action.) (Date.)

NOTE.—Questions 13, 18, 19, 20, 22, 31, 33, 37, 40, 42, and 43 not to be answered by the trial judge advocate. Question 42 not to be answered by the staff judge advocate.

3—8234

GOVERNMENT PRINTING OFFICE

HEADQUARTERS FIRST DIVISION
REVIEW OF STAFF JUDGE ADVOCATE OF GENERAL COURT-MARTIAL RECORD.

Case of Private Martin Davis, Company A, 16th Infantry.

Tried at Fort Jay, New York, on July 12, 1929.

CHARGE		SPECIFICATIONS		PLEAS		FINDINGS	
No.	AW.	No.		G.	NG	G.	NG
I	58		Desertion on Dec. 1, 1928, terminated by apprehension on Feb. 16, 1929.		X	X	
II	93	1-15	15 specifications alleging forgery in 15 different cities on 15 separate dates		X	All others	5, 7, 10, 11.

Sentence: Dishonorable discharge, total forfeitures and confinement at hard labor for fifteen years.

1. Proof of Charge I and the specification thereunder was established by the introduction of an extract copy of the morning report of the accused's organization together with the desposition of the apprehending officer and a mutual stipulation entered of record (R-47).

2. The accused having been found not guilty of Specifications 5, 7, 10 and 11, Charge II, the evidence of record in relation to said specifications will not be considered.

3. The record of trial, pages 27 to 39, contains the testimony of Frank W. Morris, a Secret Service Operative, from which it appears that the accused on March 15, 1929, while confined in the Mercer County Jail, Trenton, New Jersey, made a full and complete, although verbal, confession of the alleged forgeries upon which he was convicted. The record, page 28, shows the confession to have been freely and voluntarily made by the accused after due warning concerning his rights in the premises.

4. With reference to the forgeries alleged in Specifications 3 and 6, the prosecution relied upon the confession above mentioned to establish the identity of the accused. The check involved in Specification 3 was described by witness Morris (R-30) as having been drawn for $10.00 under the name of Martin Davis, maker not stated. The check in question (Ex. 17) shows the amount as $10.00, the payee as "Max Perlberg Co A, 16th Inf.", and the maker as L. L. Lober. The only identifying feature therefore is the amount involved, which, in my opinion, is insufficient to support a find-

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ing of guilty. Disapproval of the finding of Specification 3, Charge II, is recommended.

5. The check referred to in Specification 6 was described by witness Morris, in testifying concerning the confession, as having been drawn at Scranton, Pennsylvania, under the name of Martin Davis, in the sum of $10.00, maker not stated (R-32). The check (Ex. #15) shows the amount of the check as $9.00 and payee as "Pvt. 1st Cl. Arthur Gordon, 16th Inf." The similarity between the check alleged forged by the accused and the description of the check forged at Scranton as shown by the confession is too remote to warrant approval of the finding of the specification under discussion and therefore disapproval is recommended.

6. The remaining specifications bearing the numbers 1, 2, 4, 8, 9, 12, 13, 14 and 15, were, in my judgment, amply supported by the competent testimony of witnesses together with the introduction in evidence of the checks alleged forged in each said specification. It is recommended that the findings of the specifications hereinbefore referred to be approved.

7. It is noted that Captain Nealon, the accuser, in drafting the specifications charging forgery alleged the making of the various checks in their"entirety" by the accused, but, in setting out the checks in question, omitted to copy in the printed portion of the checks and in many of the specifications failed to show the date of the checks. While the omission of the date of a check in copying same into the specification eliminates one of the features of identification of the check nevertheless where there appears other identifying features the absence of the date does not become a very material omission. With reference to the omission from the specification of the printed matter appearing in each said check alleging forgery in its entirety it may well be remarked that the description of each check was sufficiently full and complete to fully apprise the accused of the exact nature and cause of the allegation in each specification; also a check being a commercial paper the court should be charged with judicial notice of the form of the checks referred to. Although it is admitted that the pleading under discussion is poor pleading nevertheless it is not required in the pleading in military cases that the specification posess the technical nicety of an indictment. (Dig Ops JAG 1918, pp 381, 382; Dig Ops JAG 1919, p 55) The faulty pleading cannot be considered as an error injuriously affecting the substantial rights of the accused.

8. Draft of action recommended is as follows:

The findings of Specifications 3 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten years. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. Pursuant to Article of War 50½ the order directing the execution of the sentence is withheld.

George B. Campbell,
Asst. Staff Judge Advocate.

I concur:

H. A. Auer,
Staff Judge Advocate.

187623

HEADQUARTERS FIRST DIVISION
REVIEW OF STAFF JUDGE ADVOCATE OF GENERAL COURT-MARTIAL RECORD.

Case of Private Martin Davis, Company A, 16th Infantry.

Trial at Fort Jay, New York, on July 12, 1929.

CHARGE		SPECIFICATIONS		PLEAS		FINDINGS	
No.	AW.	No.		G.	NG	G.	NG
I	58		Desertion on Dec. 1, 1928, terminated by apprehension on Feb. 16, 1929.		X	X	
II	93	1-15	15 specifications alleging forgery in 15 different cities on 15 separate dates		X	All others	5, 7, 10, 11.

Sentence: Dishonorable discharge, total forfeitures and confinement at hard labor for fifteen years.

1. Proof of Charge I and the specification thereunder was established by the introduction of an extract copy of the morning report of the accused's organization together with the desposition of the apprehending officer and a mutual stipulation entered of record (R-47).

2. The accused having been found not guilty of Specifications 5, 7, 10 and 11, Charge II, the evidence of record in relation to said specifications will not be considered.

3. The record of trial, pages 27 to 39, contains the testimony of Frank W. Morris, a Secret Service Operative, from which it appears that the accused on March 15, 1929, while confined in the Mercer County Jail, Trenton, New Jersey, made a full and complete, although verbal, confession of the alleged forgeries upon which he was convicted. The record, page 28, shows the confession to have been freely and voluntarily made by the accused after due warning concerning his rights in the premises.

4. With reference to the forgeries alleged in Specifications 5 and 6, the prosecution relied upon the confession above mentioned to establish the identity of the accused. The check involved in Specification 5 was described by witness Morris (R-30) as having been drawn for $10.00 under the name of Martin Davis, maker not stated. The check in question (Ex. 17) shows the amount as $10.00, the payee as "Max Perlberg Co A, 16th Inf.", and the maker as L. L. Lober. The only identifying feature therefore is the amount involved, which, in my opinion, is insufficient to support a find-

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ing of guilty. Disapproval of the finding of Specification 5, Charge II, is recommended.

5. The check referred to in Specification 6 was described by witness Morris, in testifying concerning the confession, as having been drawn at Scranton, Pennsylvania, under the name of Martin Davis, in the sum of $10.00, maker not stated (R-32). The check (Ex. #15) shows the amount of the check as $9.00 and payee as "Pvt. 1st Cl. Arthur Gordon, 16th Inf." The similarity between the check alleged forged by the accused and the description of the check forged at Scranton as shown by the confession is too remote to warrant approval of the finding of the specification under discussion and therefore disapproval is recommended.

6. The remaining specifications bearing the numbers 1, 2, 4, 8, 9, 12, 13, 14 and 15, were, in my judgment, amply supported by the competent testimony of witnesses together with the introduction in evidence of the checks alleged forged in each said specification. It is recommended that the findings of the specifications hereinbefore referred to be approved.

7. It is noted that Captain Nealon, the accuser, in drafting the specifications charging forgery alleged the making of the various checks in their "entirety" by the accused, but, in setting out the checks in question, omitted to copy in the printed portion of the checks and in many of the specifications failed to show the date of the checks. While the omission of the date of a check in copying same into the specification eliminates one of the features of identification of the check nevertheless where there appears other identifying features the absence of the date does not become a very material omission. With reference to the omission from the specification of the printed matter appearing in each said check alleging forgery in its entirety it may well be remarked that the description of each check was sufficiently full and complete to fully apprise the accused of the exact nature and cause of the allegation in each specification; also a check being a commercial paper the court should be charged with judicial notice of the form of the checks referred to. Although it is admitted that the pleading under discussion is poor pleading nevertheless it is not required in the pleading in military cases that the specification posess the technical nicety of an indictment. (Dig Ops JAG 1918, pp 381, 382; Dig Ops JAG 1919, p 55) The faulty pleading cannot be considered as an error injuriously affecting the substantial rights of the accused.

8. Draft of action recommended is as follows:

The findings of Specifications 3 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten years. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. Pursuant to Article of War 50½ the order directing the execution of the sentence is withheld.

George B. Campbell,
Asst. Staff Judge Advocate.

I concur:

H. A. Auer,
Staff Judge Advocate.

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CHARGE SHEET

(See instructions on page 4)

No. _____
(In summary court record.)

Fort Jay, New York., May 20th, 1929.
(Place.) (Date.)

Davis, Martin, 6056731, Private, Company "A" 16th Infantry
(Last name of accused.) (First name.) (Middle initial.) (Army serial No.) (Grade.) (Company, regiment, and branch.)

Alias Morris Viman, Martin Davis, Max Perlberg, Marvin Levinsohn, Arthur Gordon, Ralph Gordon, Martin Arthur Glassey, Irving Kaufman, Vincent Lubin, Martin Lewis, Samuel Bloom, Max Perlman, Arthur Cohen, Harlod Goetz.

Date of current enlistment, Feb 6th, 1928 ; age at enlistment, 25 years 0 months.

Term of current enlistment, 3 years. Rate of pay, $ 21.00 per month. Allotments to dependents, $ - per month. Government insurance deduction, $ - per month.

Prior service, Enl. 10-7-20 to 1-31-24
(Give organizations and dates of enlistment and discharge.)

Witnesses, both for and against the accused, so far as known, are as follows (see instruction 4):

Against the accused—	To be found at—
J. J. Mealon, Captain, 16th Inf.,	Fort Jay, New York.
Amos A. Schaeffer, 1st Sergeant, Co. "A" 16th Infantry,	Fort Jay, New York.
L. J. McCarthy, Captain, 16th Infantry,	Fort Jay, New York.
F. J. Morris, Customhouse	New York City.

DOCUMENTARY EVIDENCE

Check Cashed by Mrs. T.D.L.Shore,246 George Street,New Brunswick, New Jersey.
Check cashed by Penn Norris Hotel, Norristown, Pa.
Check cashed by Miss Martha Crow, 4001 Chestnut Street, Philadelphia, Pa.
Check cashed by Mr. Louis Schultz, 394 Communipaw Ave., Jersey City, New Jersey.
Check cashed by Globe and Fruit Produce Co., 160 W. Fordham Rd., New York City.
Check cashed by Mr. J. Bennett, c/o Community Book Shop,614 Spruce St.,Scranton, Pa.

~~For the accused~~ ~~To be found at~~

Check cashed by Harris Army and Navy Store, Binghamton, New York.
Check cashed by Ivan L. Hutchings, 712 Calumet Street, Valpariso, Indiana.
Check cashed by Greyhound Lines, Inc.,2129 East 9th Street, Cleveland, Ohio.
Check cashed by J. E. Dunbauld Drug Co.,Marshalltown, Iowa.
Check cashed by Samuel Tucker,Jefferson Dry Goods Store,8 No.Jefferson St.,St.Louis,Mo.
Check cashed by Kramer Drug Company, 501 Main Street, Vincennes, Indiana.
Check cashed by A.H.Engmark,2121 West Washington Street, Indianapolis, Indiana.
Check cashed by W.L.Doucet, Yelloway Pioneer Stages,Inc.,154-10th St.,Pittsburgh,Pa.
Check cashed by Blanche B.Brown,c/o June Rae Candy Shoppe,24 South Ludlow St.,Dayton,O.

Complete file of Secret Service Division, Department of Justice, Treasury Department, N.Y. re-
~~Memorandum of documentary evidence bearing on the case (see instructions 4 and 9):~~
Martin Davis,alias Marvin Levinsohn, alias ---:----:----:----:----:----:etc.
Fort Jay Files. (All the above are held at Headquarters Fort Jay, New York)

List of documents	Original appended	Copy appended	If original is not appended, state place where it may be found
Report of Desertion	Original		
List of previous convictions (No previous convictions)			

Is accused now in arrest? XXXXXX or in confinement? Yes

If so, date of arrest XXXXXXXX, 192 , or confinement April 5th 1929., 192

If so, place where accused is now in arrest or confinement Garrison Guardhouse, Fort Jay, New York

W. D., A. G. O. Form No. 95
May 15, 1924
8—7982

187623

GOVERNMENT PRINTING OFFICE.

Co. A. 16th Inf.

Specification 8; In that Private Martin Davis, alias Martin Arthur Glassey, did, at Valpariso, Indiana, on or about January 15th 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron Ohio, 7807, Headquarters Detachment, Jan.9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L.J.McCarthy, Capt. 16th Inf. Custodian, which said check was a writing of a private nature, which might lead to the prejudice of another.

Co. A. 16th Inf.

Specification 9: In that Private Martin Davis, alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20th 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y.,976, Pvt.1st.Cl. Irving Kaufman, $11000, L.J.McCarthy, Capt. 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Co. A. 16th Inf.

Specification 10: In that Private Martin Davis, alias Vincent Lubin, did, at Marshalltown, Iowa, on or about January 25th 1929, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Rock Island National Bank of Rock Island, January 22,1929, Pvt.1st.Cl. Vincent Lubin, Hq.Co. $19.00, L.J.McCarthy, Capt, Hq.Co. Custodian of Company Funds, which said check was a writing of a private nature, which might operate to the prejudice of another.

Co. A. 16th Inf.

Specification 11: In that Private Martin Davis, alias Martin Lewis, did, at St Louis Mo., on or about February 6 th 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Finance Dept United States Army of U S Army, C2077, January 31 1929, Martin Lewis Pvt First Class $14.00, L.J.McCarthy, Capt. Finance Dept, Custodian of Funds for Casual Company, which said check was a writing of a private nature, which might ~~have~~ operate to the prejudice of another.

Co. A. 16th Inf.

Specification 12: In that Private Martin Davis, alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8th 1929, with the intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, January 31,1929, Pvt.1st.Cl. Samuel Bloom, Reg. #7807, $17.00, ration account for January payable to above soldier, L.J.McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U.S.A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Co. A. 16th Inf.

Specification 13: In that Private Martin Davis, alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt.1st.Cl. Max Perlman, #7807, $14.00, rations for January 1929, payable to the above named soldier, L.J.McCarthy, Capt.16th Inf., Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Co. A. 16th Inf.

Specification 14: In that Private Martin Davis, alias Arthur Cohen, did, at Pittsburgh Pa.,on or about February 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, 766, Pvt.1st.Cl. Arthur Cohen, 7807, $14.00 rations, L.J.McCarrgy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Co. A. 16th Inf.

Specification 15: In that Private Martin Davis, alias Harold Goetz, did, at Dayton, Ohio, on or about February 14 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. cl. Harbld Goetz, 7807, $12.00, L.J.McCarthy, Capt.16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

(Additional sheets, if necessary, for charges and specifications will be attached here. Ordinary 8 by 12 inch paper will be used for additional sheets.)

8—7952

(Signature of accuser)

J. J. Nealon

J. J. NEALON
Captain, 16th Infantry,
Commanding Company "A".

CHARGE I: Violation of the 58th Article of War.

Specification : In that Private Martin Davis, Company "A", 16th Infantry, did, at Fort Jay, New York, on or about December 1st 1928, desert the service of the United States, and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16th 1929.

CHARGE II; Violation of the 93rd Article of War.

Specification 1; In that Private Martin Davis, Co A 16th Inf, alias Morris Vinman, did, at New Brunswick, N.J., on or about December 7th 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinman, Co A 16th Inf, $9.00, L.J.Lorber, Major, Finance Dept, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2; In that Private Martin Davis, Co A 16th Inf, alias Martin Davis, did, at Norristown Pa., on or about December 8th 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Check No. C24555, December 6, 1928, Martin David, $20.00, L.J.Lorber, Major, Finance Dept., which said check was a writing of private nature, which might operate to the prejudice of another.

Specification 3; In that Private Martin Davis, Co A 16th Inf, alias Max Perlberg, did, at Philadelphia Pa., on or about December 14th 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay New York, 6056, Max Perlberg, $10.00, L.J.Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 4; In that Private Martin Davis, Co A 16th Inf, alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15th 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit; Quartermaster Bank United States Army Fort Jay N Y, 6056, Marvin Levison, $10.00, L.J.Lorber, Major, Finance Dept U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5; In that Private Martin Davis, Co A 16th Inf, alias Marvin Levinsohn, did, at New York City, New York, on or about the December 20 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank U S Army N Y, 6056, Marvin Levinsohn, $10.00, L.J.Lorber, Major, Finance Dept, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 6; In that Private Martin Davis, Co A 16th Inf, alias Arthur Gordon, did, at Scranton Pa., on or about December 24th 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank of New York, Pvt.1st cl. Arthur Gordon 16th Inf., $9.00, 977, L.J. McCarthy, Capt. 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 7; In that Private Martin Davis, Co A 16th Inf, alias Ralph Gordon, did, at Binghamton, New York, on or about January 10th 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank, New York City, Pvt.1cl Ralph Gordon, $20.00, L.J.McCarthy, Captain, 16th Infantry, which said check was a writing of a private nature, which might operate to the prejudice of another.

(Signature of accuser) _____

_____
(Grade, organization, and branch)

(Additional sheets, if necessary, for charges and specifications will be attached here. Ordinary 8 by 12 inch paper will be used for additional sheets.)

8—7982

(2)

(Signature of accuser) J. J. Nealon

J. J. NEALON
Captain, 16th Infantry,
Commanding Company "A".

INSTRUCTIONS.

1. Before preparing charges on this form the provisions of the Seventieth Article of War and of paragraph 75, Manual for Courts-Martial and the note thereunder, together with paragraphs 62, 63, 64, 65, 66, and 67, Manual for Courts-Martial, and of the particular Article or Articles of War alleged to have been violated, and the paragraphs of the Manual for Courts-Martial relating thereto, will be carefully considered.

2. Charges for trial by courts-martial may be preferred by any person subject to military law. All charges and specifications must be signed by a person subject to military law, and under oath either that he has personal knowledge of or has investigated the matters set forth therein, and that the same are true in fact to the best of his knowledge and belief. (A. W. 70.)

Charges will be preferred only when the person preferring them either has personal knowledge of or has investigated the matters set forth therein, and from such knowledge or investigation is of the opinion that there is reasonable ground for believing that the offense has been committed, that the accused is guilty of the offense, and that the offense can not be properly or adequately dealt with in any other manner. (Par. 75, M. C. M.)

3. All charges for trial by courts-martial will be in triplicate and may be prepared by carbon process. This charge sheet form will be used for each of the three copies, and all copies will be signed by the accuser and the officer administering the oath. Should the space on this form be insufficient to accommodate all the charges and specifications proposed, such additional sheets of ordinary paper will be used for that purpose as may be required. The charges and specifications will be signed as indicated on this prescribed form and the affidavit thereto, in substantially the form hereon prescribed, will be sworn to before any officer, civil or military, authorized to administer oaths in cases of this character (see as to the competency of military officers to administer oaths, par. 138, M. C. M.), and will be forwarded to the commanding officer immediately exercising summary court-martial jurisdiction over the command to which the accused belongs or pertains.

4. All known witnesses, both for and against the accused, will be listed in the prescribed place on this charge sheet, mentioning where they may be found; and all documents bearing upon the case which may be obtainable will be listed in the prescribed place under "Memorandum of Documentary Evidence Bearing on the Case" above. Wherever available, original documents which may be useful as evidence will be appended and securely fastened hereto. If the originals are not available, copies will, if available, be so appended. In any case where the originals are not so appended (whether or not copies are appended), the place where the originals may be found will be noted in the appropriate place under "Memorandum of Documentary Evidence Bearing on the Case" above.

5. The affidavit to the charges must state positively either that (1) the affiant preferring the charges has personal knowledge of the matters set forth therein, or else (2) that he has investigated them and has thus satisfied himself of the facts. It must clearly appear upon which ground he places his statement of the truth of the facts alleged in the charges and specifications. He is not to be permitted to say alternatively that he either has personal knowledge or has investigated. Such an indefinite statement is wholly insufficient to satisfy the requirements of the Seventieth Article of War, and will not be accepted.

He may, however, base some of the allegations in a specification, or some of the specifications, on his personal knowledge, and others upon his investigation of the facts. In such cases he will, in the affidavit, state which are based upon personal knowledge and which upon investigation. (See note to par. 75, M. C. M.)

6. If trial is ordered, the order of reference for trial will be indorsed on one original counterpart hereof, as "1st Ind.," in the form hereon prescribed.

The counterpart on which such order is indorsed will be the one retained by the trial judge advocate during trial and returned by him with the record of trial to the convening authority. (See par. 79*b*, M. C. M.)

7. The trial judge advocate will also enter on this same counterpart, in substantially the form hereon prescribed, his certificate of service of the charges and accompanying documents on the accused, as required by paragraph 77*b*, M. C. M.

8. The initials of the adjutant indicating entry on pay card when forfeiture is awarded, and the initials of the company or detachment commander indicating entry on service record in case of conviction, will be placed on the original charge sheet of summary courts-martial, completed as the record of trial.

9. Bulky reports or official documents will not ordinarily be appended or copied, but listed, and the place where they may be found stated in the column so headed, on Page 1.

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HEADQUARTERS FORT JAY, N. Y.
OFFICE OF THE INVESTIGATING OFFICER

May 20, [illegible], 1929.

In Reply Refer To:—

SUBJECT: Enclosed Charges.

TO: Commanding Officer, Fort Jay, N. Y.

1. I have investigated the enclosed charges dated ..... May 20, 1929 ... against

..Private .MARTIN. DAVIS, .6056731, .Company. "A", .16th. Infantry, .alias. Martin .Levinsohn.

in accordance with the provisions of Par. 35a, Manual for Courts-Martial. I have in the presence of the accused examined all available witnesses and documentary evidence, and have reduced the material testimony given by each witness on direct examination and cross examination to a clear succinct statement or summary, which in the presence of the accused, was read over to the witness, signed by the witness, and sworn to by him, before me. Following is such summary of material testimony as given by each witness:—

Documentary evidence.

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RPB—9-5-28—1000

The accused having been carefully warned by me that it was not necessary for him to make any statement, but if he did make one it might be used against him, made no statement.

Complete file of Secret Division, Department of Justice, Treasury Department, N.Y. re-Martin Davis, alias Martin Levinsohn, alias---;---;---;---;ets.
Fort Jay Files (All the above are held at Headquarters Fort Jay, New York)/

Check cashed by Mrs. T.D.L.Shore,246 George Street , New Brunswick, N.J.
Check cashed by H.J. BEAN Penn Norris Hotel, Norristown, Pa.
Check cashed by Miss Martha Crow, 4001 Chestnut Street, Phila, Pa.
Check cashed by Mr. Louis Schultz, 394 Communipaw Ave., Jersey City, N.J.
Check cashed by SAM SMILES Globe and Fruit Produce Co., 160 W.Fordham RD.,N.Y.C.
Check cashed by Mr.J.Bennett,c/o Community Book Shop, 614 Spruce St.,Scranton,Pa.
Check cashed by Ivan L. Hutchings, 712 Calumet Street, Valparrso, Indiana.
Check cashed by L.F. YERMAN Greyhound Lines, Inc.,2129 East 9th Street, Cleveland, Ohio.
Check cashed by J.E. Dumbauld Drug Co., Marshalltown, Iowa.
Check cashed by Samuel Tucker, Jefferson Dry Goods, Store, 8 No.Jefferson St., St.Louis,Mo.
Check cashed by Kramer Drug Company, 501 Main Street, Vincennes, Indiana.
Check cashed by A.H.Engmark,2121 West Washington Street, Indianapolis, Indiana.
Check cashed by W.L.Doucet, Yelloway Pioneer Stages,Inc.,154 10th St.,Pitts.Pa.
Check cashed by Blanche B.Brown,c/oJune Rae Candy Shoppe,24 South Ludlow St.,Dayton, Ohio.

The following documents have been examined and shown to the accused and are appended:

Evidence of No previous convictions of the accused is appended.

Explanatory or extenuating circumstances: None.

Expected evidence not received to date: None

Disposition of the case which is recommended: Trial by General Courts-Martial.

E.E. SCHWIEN,
Maj.16th Inf.Investigating Officer.

15 Incls. Investigating Officer.

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201-Davis, Martin 1st Ind. IJP-HK

May 20, 1929. To - Commanding General, 1st Division, Fort Hamilton, New York.

I have referred this case for investigation under the provisions of Par. 35a, Manual for Courts Martial to Major E. E. Schwien, 16th Infantry, whose report appears herewith, I concur in the recommendations of the Investigating Officer that the accused be brought to trial before a General Court Martial for violation of the 58th and 93rd Articles of War. I believe the charges can be sustained.

IRVING J. PHILLIPSON,
Lieut. Colonel, 16th Infantry,
Commanding.

16 incls.
(Proceedings of B/O added)

201-Davis, Martin
(JAO) 2nd Ind. FWH/crh

HEADQUARTERS IST DIVISION, Fort Hamilton, New York, June 8, 1929.
To 1st Lt. Vincent D. Mee, 16th Inf., TJA., GCM., Ft. Jay, NY.

1. The trial judge advocate will consult with the division judge advocate prior to trial of this case.

2. The employment of a stenographic reporter is authorized.

By command of Brigadier General DRUM:

MADISON PEARSON,
Major, A. G. D.,
Adjutant General.

16 Incls.(No change)

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Summary of Testimony expected
in the case of Pvt. Martin Davis,
Co.A, 16th Infantry, Ft.Jay, N.Y.

Alias Marvin Levinsohn, alias Martin Lewis, alias Martin Lubin, alias Morris Vinman, alias Irving Kaufman, alias Arthur Gordon, alias Ralph Gordon, alias Martin Arthur Glassey, alias Samuel Bloom, alias Max Perlman, alias Max Perlberg, alias Arthur Cohen, alias Harold Goetz.

Captain J.J. Nealon, Capt.,16th Infantry, Ft.Jay,NY.,will testify that Pvt. Martin Davis deserted the ~~organiza~~ organization on December 1st 1928.

1st Sergeant A. A. Schaeffer, Co."A",16th Infantry, will testify that the accused deserted the organization 12/1/28.

Mrs. T.D.L.Shore, 246 George St.,New Brunswick,N.J.,will testify that the accused swindled her with a worthless check on 12/7/28.($9.00)

Mr. H.T.Bean, Penn Norris Hotel, Norristown, Pa., will testify that the accused swindled him with a worthless check on 12/8/28. ($20.00)

Miss Martha W. Crow, 4001 Chestnut St.,Philadelphia,Pa., will testify that the accused swindled her with a worthless check on 12/14/28.

Mr. Louis Schultz, 594 Communipaw Ave.,Jersey City,N.J., will testify that the accused swindled him with a worthless check on 12/15/28. ($10.00)

Mr. San Smiles of Globe Fruit & Produce Co.,160 W. Fordham Rd.N.Y.C., will testify that the accused swindled them with a worthless check on 12/20/28, ($10.00).

Mr. J.Bennett, Community Book Shop, 614 Spruce St.,Scranton Pa.,will ~~im~~ testify that the accused swindled him with a worthless check on 12/24/28, ($9.00)

Mr. D.N. Greenfield, The Harris Army & Navy Stores, of Endicott & Binghamton N.Y., will testify that the accused swindled them with a worthless check on or about 1/10/29. ($20.00)

Mr. Ivan L. Hutchings, 712 Calumet St., Valparaiso, Ind., will testify that the accused swindled him with a forged check on 1/15/29. ($17.00).

Mr. L.F.Yerman, of the Greyhound Lines Inc.,2129 E. 9th St.,Cleveland, Ohio, will testify that the accused swindled them with a worthless check on 1/20/29, ($11.00).

Alfred Batty J.E.Dumbaugh Drug Co., Marshalltown, Iowa, will testify that the accused swindled them with a forged check on or about 1/25/29. ($19.00)

Mr. Samuel Tucker, %Jefferson Dry Goods Store, 8 N. Jefferson St., St. Louis,Mo.,will testify that the accused swindled him with a worthless check on 2/6/29. ($14.00)

Kramer Drug Co., 501 Main St., Vincennes Ind., will testify that the accused swindled them with a worthless check on 2/8/29. ($17.00)

Mr. A.H.Engmark, 2121 W. Washington St., Indianapolis, Ind.,will testify that the accused swindled him with a worthless check on 2/9/29. ($14.00).

Mr. W.L.Doucet, %"Yelloway" Pioneer Stages,Inc.,154-10th St.,Pittsburgh Pa., will testify that the accused swindled him with a worthless check on 2/10/29. ($14.00).

Blanche B. Brown, Manager of the June Rae Candy Shop, 24 Ludlow St., Dayton, Ohio, will testify that the accused swindled her with a worthless check on 2/14/29. ($12.00).

Mr. Bartholomew Bratton, Agent, Secret Service, Dept. of Justice, Treasury Dept.,Baltimore, Md., will testify that he apprehended the accused at 7:00 PM.

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2/16/29, in front of a theatre, in Baltimore, and that the accused, after being warned, made a confession covering the above, that he conceived the idea of passing a check signed with the name of his company commander; that he obtained several blank check forms in a stationary store at 133 Broadway, N.Y.C.; also that the foregoing statement was voluntarily written after he was advised that it would be used against him.

Mr. Fred W. Morris, Agent, Secret Service, Dept. of Justice, Treasury Dept., 746 Customs House, N.Y.C., will testify that he interviewed the accused in the Mercer County Jail, Trento, N.J., on 3/15/29; that the accused made a statement to him; that said statement was voluntarily made; that he had previously been advised that such statement might be used against him, that said statement was not made under duress, stress, or strain; that he admitted passing the checks listed above, and also the following:

$10.00, at Gotham Hotel, New York near Atlantic Ave.,Atlantic City,N.J.(Martin Davis)
$12.00, at "Modern"Rooming House, Kansas City, Mo. (using the name of Martin Lubin)
$ 9.00, at Cigar Store, 31st St.,& 4th Ave.,Brooklyn,N.Y.(" " "Martin Levinsohm)
$ 9.00, at 154 Weldon St., Brooklyn N.Y. (" " Martin Davis)
$10.00, at Mens Furnishing Store, Court Square,Newark,NJ.(" " Martin Davis)
$10.00, at Toy Shop,41st & Walnut St.,Philadelphia, Pa (" " Martin Davis)
$10.00, at Rochester, N.Y. (" " Martin Davis)
$ 9.00, at Candy Store, Main St.,Peoria, Ill. (" " Martin Lewis)
$10.00, at Drug Store, Jeffersonville, Ind. (" " Martin Lewis)
$10.00, at Candy Store, Des Moines, Iowa. (" " Marvin Levinsohm)
$14.00, at Drug Store, Louisville, Ky. (" " Martin Davis)
$14.00, at Jewelry Store, Omaha, Nebra. (" " ?)

The checks and signed confession dated 2/17/29 in question are on hand at Hq. Ft.Jay.

Captain L.J.McCarthy, 16th Infantry, will testify that he did not sign any of the checks in question, which bear what is alleged to be his signature, appearing over his name, rank, and organization, all typed.

The files of Hq.,Ft.Jay,N.Y., cover the date of his birth, 9/23/1900.
Home address, Joan of Arc. Apts. 12 Pinehurst Ave., Washington Heights NYC.
Previous Enlistment under name of Marvin Levinsohn 10/7/20.
Desertion same date 10/7/20.
Apprehension 11/6/21.
Second desertion 11/7/22.
Surrendered himself 1/15/24.
Discharged (Desertion admitted and physical unfitness 1/31/24. (Diagnosis:- encephalitis, lethargica (mental depression) of the epidemic type, following an acute cerebral disease (brain infection)
Fraudulent re-enlistment at Fayetteville, N.C., 2/6/28 under name of Martin Davis.
Third desertion 2/23/28,,while enroute from Ft. Bragg NC, to Ft. Slocum NY.
Apprehended at 12 Pinehurst Ave.,Bronx,NY., 8/15/28.
Restored to duty without trial; released from confinement 10/1/28; attached to Hq.Detachment; his being placed on duty with the prison officer, Ft.Jay,NY.
his being placed on duty at the switchboard exchange 10/12/28.
Fourth desertion 12/1/28.

There are available also the files of the Department of Justice, N.Y., Secret Service Division, Treasury Department, covering his police record, his

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personal associations with women, and the inter-city correspondence between the various operatives of the B.Service, listing the results of their findings.

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Martin Davis, real name Marvin Levinsohn, Joanof-Arc Apts., 12 Pinehurst Ave., Bronx, New York City, N.Y.
Sister, same address, owns dress shop at 564 Madison Ave., New York City, N.Y.

Girl Friend: Miss Caroline E. Cleeves, % Y.W.C.A., Baltimore, Md., wrote her 9/30/22. Called her by phone 12/5/28. Wanted her to marry him. See letter 1/24/29. Went to see her. Apprehended.
Girl Friend: Miss Pauline (Polly)Bush, 22 Gould Ave., Caldwell, N.J. works at Forum Magazine Co., 441 Lexington Ave., N.Y.C., telephone Vanderbilt 8840. Wanted her to marry him. Stole sum of money from mother in 1927. not back since.
Stole $600.00 from Dr. Bernstein, Brooklyn, N.Y., in 1922, and then ran away with a girl named Violet or Myrtle (see letter of Operative Bartholomew Bratton, Baltimore, to Operative Palma, N.Y.C., dated 1/24/29).
Girl Friend: Miss Julia Walker, 390 Communipaw Ave., Jersey City, N.J.
Girl Friend: Miss Connie Nichols, who wrote 2 postals to her sisters, Mae & Helen Nichols, 146 Alley St., Lynn, Mass, and gave them to Gertrude & George Hands, 153 West 22nd St., N.Y.C., from whom Davis stole a suitcase. It would appear that he also stole the postals, for they were never mailed, and never received by the two sisters. They were later found in the pocket of an old uniform belonging to Davis.
Girl friend: Miss Virginia White Barlow, who lived with the Hands, 153 W.22nd St.NYC

First Wife: named Beatrice, lived at 510 West 136th St., N.Y.C.
473 West 158th St., N.Y.C.
1098 Coney Island Ave., Brooklyn, N.Y.
The above information was given to the Prudential Insurance Co., of Newark, N.J., in 1927, when accused applied to them for insurance (see letter of Operative James J. Garvey, Newark, to Op. Palma, N.Y.C., dated 2/5/29).

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TREASURY DEPARTMENT

FIELD FORCE

DIVISION OF SECRET SERVICE

Baltimore DISTRICT

Address: P. O. Lock Box No. 973

February 17, 192 9

RECEIVED FEB 19 1929 NEW YORK DISTRICT U.S. SECRET SERVICE

My name is Marvin Levinsohn, formerly a private in Company "A" of the 16th Infantry Regiment, U.S.A.

On or about the first of December, 1928, I went absent without leave from my organization. My wife had previously left me, taking with her my little daughter. I had searched everywhere for her and the baby but I was unable to find her. Then I was informed by a mutual friend that she had gone to Philadelphia, Pa. with a man named Broulliard. I was out of funds and then conceived the idea of passing a check signed with the name of my company commander. This idea came to me because I was desparately in need of money, and because I had previously made out the checks each month for our rations. I passed the check in New York City and then one in Newark, New Jersey. I went to Philadelphia in search of my wife but was unable to find her. I found employment there with the Hire's Root Beer company. I was unable to go home because of what I had done, and came to Baltimore to see a Miss Cleeves who is a friend of the family, in order to learn if she had heard from my relatives. I was anxious to hear from them as my father was very ill when I left New York. While waiting to meet Miss Cleeves in front of a theatre in Baltimore I was arrested.

I obtained several blank check forms in a stationary store at 133 Broadway, New York City, and made them out purporting them to be a ration check as issued by the company commander. I went to a vegetable market at 137th. St. and broadway in New York, where I was known and asked the proprietor to cash the check for me which he readily did. Then I went to Newark, New Jersey, and went to the Home of a Mrs. Ellins who knew my wife, but could learn nothing from her. Then wanting to go to Philadelphia I went to a haberdashery store in Newark on Court Square and asked the man in the store to cash the check for me which he readily did. I then left Newark and went to Philadelphia. There I went to the Y.M.C.A. and lived there, while I was looking for my wife and baby. Unable to find them, and my funds running low, I secured employment with the Hire's Co. telling them that I was recently discharged from the Army. They immediately gave me a job. I became friendly there with a fellow employee named Jesse Burkett, and He offered to take me on a ride to Pittsburg as he had to go there on some business. He left me in Pittsburg promising to meet me at seven oclock in the evening, but did not show up. Then I thought of Miss Cleeves in Baltimore and took the bus here to meet her.

The checks that I used were made out on a typewriter and signed with pen and ink. I made them out in office of the Postal Telegrah company after asking permission of the clerk there to use his typewriter. I was alone at the time that these checks were made out and passed. I was employed by the Hire's Company about the 12th. Of December, and left there on last Thursday, the 14th. of February, 1929.

I have written the foregoing statement voluntarily after I was advised

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TREASURY DEPARTMENT

FIELD FORCE

DIVISION OF SECRET SERVICE

Baltimore DISTRICT

Address: P. O. Lock Box No. 873

February 17, 1929

that it would be used against me. It is true in every particular to the best of my knowledge and belief.

Marvin Levinsohn.

Pvt. Co."A"16th. U.S.Infantry.

Bartholomew Bratton

Operative in Charge.

RECEIVED
FEB 19 1929
NEW YORK DISTRICT
U.S. SECRET SERVICE

187623

COPY.

Baltimore

973

February 17, 1929.

My name is Marvin Levinsohn, formerly a private in Company "A" of the 16th Infantry Regiment, U. S. A.

On or about the first of December, 1928, I went absent without leave from my organization. My wife had previously left me, taking with her my little daughter. I had searched everywhere for her and the baby but I was unable to find her. Then I was informed by a mutual friend that she had gone to Philadelphia, Pa. with a man named Broulliard. I was out of funds and then conceived the idea of passing a check signed with the name of my company commander. This idea came to me because I was desperately in need of money, and because I had previously made out the checks each month for our rations. I passed the check in New York City and then one in Newark, New Jersey. I went to Philadelphia in search of my wife but was unable to find her. I found employment there with the Hire's Root Beer Company. I was unable to go home because of what I had done, and came to Baltimore to see a Miss Cleeves who is a friend of the family, in order to learn if she had heard from my relatives. I was anxious to hear from them as my father was very ill when I left New York. While waiting to meet Miss Cleeves in front of a theatre in Baltimore I was arrested.

I obtained several blank check forms in a stationery store at 133 Broadway, New York City, And made them out purporting them to be a ration check as issued by the company commander. I went to a vegetable market at 137th, St. and broadway in New York, where I was known and asked the proprietor to cash the check for me which he readily did. Then I went to Newark, New Jersey, and went to the Home of a Mrs. Ellins who knew my wife, but could learn nothing from her. Then wanting to go to Philadelphia I went to a haberdashery store in Newark on Court Square and asked the man in the store to cash the check for me which he readily did. I then left Newark and went to Philadelphia. There I went to the Y. M. C. A. and lived there, while I was looking for my wife and baby. Unable to find them, and my funds running low, I secured employment with the Hire's Co. telling them that I was recently discharged from the Army. They immediately gave me a job. I became friendly there with a fellow employee named Jesse Burkett, and he offered to take me on for a ride to Pittsburg as he had to go there on some business. He left me in Pittsburg promising to meet me at seven o'clock in the evening, but did not show up. Then I thought of Miss Cleeves in Baltimore and took the bus here to meet her.

The checks that I used were made out on a typewriter and signed with pen and ink. I made them out in office of Postal Telegraph Company after asking permission of the clerk there to use his typewriter. I was alone at the time that these checks were made out and passed. I was employed by the Hire's Company about the 12th of December, abd left there on last Thursday, the 14th, of February, 1929.

I have written the foregoing statement voluntarily after I was advised that it would be used against me. It is true in every particular to the best of my knowledge and belief.

(Signed) MARVIN LEVINSOHN,
Pvt. Co. "A" 16th, U.S.Infantry.

187623

Witnessed:

BARTHOLOMEW BRATTON,
Operative in Charge.

a true copy
Bartholomew Bratton
oper. in charge.

COPY OF STATEMENT OF MARVIN LEVINSOHN RE SPURIOUS QUARTERMASTER BANK, UNITED STATES ARMY, CHECK, MADE, FORGED AND PASSED BY HIM IN LOUISVILLE, KENTUCKY ON FEBRUARY 12, 1929.

Baltimore City Jail.
March 8, 1929.

I, MARVIN LEVINSOHN, formerly of Co. "A", 16th Infantry, Fort Jay, N. Y., made out Quartermaster Check No. 767, January Fund, Ration Fund, dated February 4, 1929 for $14.00 made out to Pvt. 1st.Cl. MAX PERLMAN #7807, Rations for January 1929, payable to above named soldier, signed L. J. McCARTHY, Capt. 16th Inf., Custodian of funds, on typewriter, signed L. J. McCARTHY's name, and went into drug store in Louisville, Ky. on LINCOLN's Birthday, February 12, 1929, and purchased merchandise in the amount of $2.00 and received $12.00 in cash, after endorsing check "MAX PERLMAN, Pvt. 1st. Cl., Co. "A", 16th Inf." and this was the only I cashed in Louisville, Ky. I do not remember the name of the drug store or proprietor, nor street location. I recognize the check shown me as the one passed.

The above statement has been freely and voluntarily made by me and without any promises having been made me and after I was warned of my rights.

(Signed) MARVIN LEVINSOHN

WITNESSED:

GEORGE A. ALMONEY, Operative, U. S. Secret Service,
CHAS. DOWD, 423 E. Chase St., Balto., Md. (Jail Guard).

187623

A true copy
Bartholomew Bratton
Oper. in Charge

COPY OF STATEMENT OF [redacted]RVIN LEVINSOHN RE SPURIOUS QUA[redacted]RMASTER BANK, UNITED STATES ARMY, CHECK, MADE, FORGED AND PASSED BY HIM IN JEFFERSONVILLE, INDIANA, ON FEBRUARY 12, 1929.

Baltimore City Jail,
March 8, 1929.

I, MARVIN LEVINSOH, formerly of Co. "A", 16th Infanty, Fort Jay, N. Y., made out Quartermaster Check No. 766, Ration Fund Account, Rations, dated Fort Jay, New York, N. Y., February 4th, 1929, for $19.00, made out to Pvt. 1st. Cl. JOSEPH WITZEL, 7807, Rations for January 1929, payable to above soldier, signed L. J. McCARTHY, Capt., Finance, Custodian of Funds, on typewriter, signed L. J. McCARTHY's name, and went into drug store in Jeffersonville, Indiana, on LINCOLN's Birthday, February 12, 1929, and purchased merchandise in the amount of $5.00 and received $14.00 in cash, after endorsing check "JOSEPH WITZEL, Co. "A", 16th Inf." and this was the only one I cashed in Jeffersonville, Ind. I do not remember the name of the drug store or proprietor, nor street location. I recognize the check shown me as the one passed.

The above statement has been made freely and voluntarily by me and without any promise having been made me and after I was warned of my rights.

(Signed) MARVIN LEVINSOHN

WITNESSED:

GEORGE A. ALMONEY, Operative, U. S. Secret Service,
CHAS. DOWD, 423 E. Chase St., Balto., Md. (Jail Guard)

A true copy. 187623

Bartholomew Bratton
Oper. in Charge.

Fort Jay, New York

January 15, 1929.

SUBJECT: CAUSE OR MOTIVE FOR DESERTION

TO : The Adjutant General, Washington, D.C.

1. In compliance with paragraph 6b, (3) (d) Army Regulations 615-360, the following report is made.

NAME Martin Davis ASN 6056731

RANK Pvt. ORG Co."A" 16th Infantry.

DESERTED December 1,1928 AT Fort Jay, New York

DROPPED IN DESERTION January 7,1929

TOTAL SERVICE 2 months, 14 days.

PROBABLE CAUSES

X Financial Troubles	Influence of Others
Marital Difficulties	Relationship with N.C.O.s
Domestic Difficulties	To escape punishment
Dissatisfied with Post	Homesickness
Liquor	Women

Status of Personal Effects

Status of Government Property

2. Organization Commanders views as to cause of desertion

Signature J.J. Nealon

J. J. Nealon/Capt. 16th Inf.

Names of Witnesses J.J. Nealon, Capt. 16th Inf. Ft. Jay, NY.
Amos A Schaeffer, 1st Sgt. Co. "A" 16th Inf.
Fort Jay, New York.

DISTR:
AGO 3
File 1

187623

RPB 3-14-23.—10,000

REPORT OF STAFF JUDGE ADVOCATE TO CONVENING AUTHORITY ON COURT-MARTIAL CHARGES

Case of DAVIS, MARTIN (6056731) Company "A" 16th Infantry.
(Surname) (Christian Name) (ASN) (Rank and Organization)

Gist of Charges:

Report on Charges:

1. Are the charges correct and complete in form? yes
2. Are the charges appropriate to the indicated competent evidence in the case? yes
3. In my opinion, is there a prima facie case justifying trial or other proceedings? yes
4. Does each specification state an offense cognizable by courts-martial? yes
5. Does the indicated competent evidence justify trial on each of the several specifications and charges and, if not on all, then on which ones? yes
6. Is any, if so what part, of the evidence, contained in the summaries of statements of the witnesses or documents or other evidencce submitted incompetent or improper to be introduced as evidence at the trial for any reason? Confessions, Checks, etc are on file Hq Fr Jay — were shown to accused at investigation & also to undersigned —
7. In view of the report, if any, of the medical officer, to the investigating officer, or on any other grounds, is therereason to believe that the accused may be mentally defective or deranged either temporarily or permanently? no
8. Age of accused at enlistment? 25 yrs. Present age? 26 3/12

Recommendation as to Disposition

9. It is recommended that the case be disposed of as checked below:
   - ....(1) Dismissed without trial or further proceedings.
   - ....(2) Disposed of under the 104th Article of War.
   - ....(3) Referred for trial to a summary court-martial.
   - ....(4) Referred for trial to a special court-martial (either under the second proviso to A. W. 12 or otherwise).
   - ✓....(5) Referred for trial to a general court-martial.
   - ....(6) Disposed of by taking proper steps looking to the discharge of the accused, if an enlisted man, under the provisions of Army Regulations, in case of indicated mental defect or derangement, or in other proper cases; or if the accused be an officer or person subject to military law other than a soldier, by taking proper steps looking to his dismissal, dropping from the rolls, or other proper procedure.
   - ....(7) Convene a medical board under the provisions of paragraph 76c, M. C. M.
   - ....(8) Charges should be retained....(a) for further investigation; ....(b) pending the recovery of the accused from illness or from temporary mental derangement; ....(c) for any other purpose, viz:
   - ....(9) ....(a) The accused should be surrendered for trial to the civil authorities; or....(b) case disposed of as follows, viz:
   - ....(10) In case separation of the accused from the service without trial is recommended, on account of indicated mental defect or derangement, what relatives or civil authorities (if any) should be advised. (See Note, p. 71, M. C. M.)
   - ....(11) Set aside charge of desertion. ....Direct commanding officer to dispose of unauthorized absence by inferior court.
10. Draft of pertinent....order, ...indorsement, ...letter herewith.

REMARKS:

187623

George B Camp Jr
Asst. Staff Judge Advocate. Staff Judge Advocate

ROBERT A DOREMUS

1929 Services as reporter GCM
July
12th 13750mwords at 20¢ per 100 words 27 50

(All incidental expenses on this date charged on case of Pvt George Wyble Co F 18th Inf)

CASE: Pvt Martin Davis Co A 16th Inf

The services obtained by this instrument are chargeable to FD 114 P 3041 A 1315-10 the available balance of which is sufficient to cover cost of same.

VINCENT D MEE 1st Lt 16th Inf TJA GCM

Cir. Witness

187623

ROBERT A DOREMUS

187623

RPB—5-28-28—4M

Record of Trial by General Court-Martial of

PRIVATE MARTIN DAVIS (No. 6056731), Co. "A", 16th Infantry, alias thirteen civil aliases.

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Statement by accused	"	
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TESTIMONY

NAME OF WITNESS	DIRECT	CROSS	REDIRECT	RECROSS	COURT	RECALLED
Mrs.T.D.L.Shore	13	17	17			
Louis Schultz	18					
Sam Smiles	21	24			26	
Stf.Sgt.P.L.Rogers	26					
Frank W. Morris	27	37	39			
Capt.J.L.McCarthy	39					

EXHIBITS

	NUMBER	PAGE WHERE INTRODUCED
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One copies of record furnished as per attached certificates or receipts.
..... copies of record forwarded herewith.
Sentence adjudged ...July.12.1929....

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E X H I B I T S.

Description	No.	Page
Extract copy morning report	1	12
Deposition of Bartholemew Bratton	2	12
Check (New Brunswick)	3	15
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Proceedings of medical board	19	48

(NOTE: Exhibits Nos. 6 and 7, not attached to record. See page 25)

Fort Jay, N.Y.,

July 16, 1929.

SUBJECT: General court-martial record of trial in the case of

Private Martin Davis, (alias 13 aliases) Co."A",16th Inf.

TO: Commanding General, 1st Division, Ft. Hamilton,N.Y.

1. The record of trial in the above memtioned case is attached, together with all accompanying papers (Par. 85 c, M.C.M.)

2. The cost of trial for this case only, no reference being made to any other case, was as follows:

Reporter (copy of voucher attached, Par. 85 b, M.C.M.)	$27.50
Civilian witnesses	9.50
Other expenses	
Total cost	$37.00

I have received a carbon copy of the record of trial referred to above (Par. 85 b, M.C.M.).

Martin Davis,

Pvt. Co. A, 16th Inf.

Accused.

Vincent D. Mee,

1st Lieut., 16th Inf.

Trial Judge Advocate.

I have read the completed record of trial referred to above (Par. 45, M.C.M.) and have no comment to make

Jesse T. Harris,

1st Lieut., 16th Inf.

Defense Counsel.

Proceedings of a general court-martial that convened at Fort Jay, New York, pursuant to the following orders:

HEADQUARTERS FIRST DIVISION,
Fort Hamilton, New York,

April 12, 1929.

Special Orders:
No. 44. :

Extract.

1. A general court-martial is appointed to meet at Fort Jay, N. Y., at 10:00 a. m., April 15, 1929, or as soon thereafter as practicable, for the trial of such persons as may be properly brought before it.

Detail for the Court:

Major Fred L. Lemmon, 16th Infantry,
Major Stanley F. Bryan, F. A., (D.O.L.), Law Member,
Captain Rolland E. Stafford, S. C., (D.O.L.),
Captain Clinton A. Pierce, Cavalry, (D.O.L.),
Captain John A. Pierce, Signal Corps,
Captain Robert J. Hoffman, 16th Infantry,
Captain John R. Hubbard, Quartermaster Corps,
1st Lieut. Harry C. Dowdall, Infantry, (D.O.L.),
1st Lieut. Victor W. Smith, 16th Infantry,
2nd Lieut. Francis W. Haskell, 16th Infantry,
1st Lieut. Vincent D. Mee, 16th Infantry, Trial Judge Advocate,
1st Lieut. Jesse T. Harris, 16th Infantry, Defense Counsel.

(250.42 JAO)

By command of Brigadier General DRUM:

F. J. MORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON PEARSON,
Major, Adjutant General's Department,
Adjutant General.

HEADQUARTERS FIRST DIVISION,
Fort Hamilton, New York,

July 11, 1929.

Special Orders:
No.79. :

Extract.

1. Paragraph 1, Special Orders No. 44, this headquarters, April 12, 1929, appointing a general court-martial to meet at Fort Jay, New York, is modified as follows:

Relieved as member and law member:
Major Stanley F. Bryan, F. A., (D.O.L.),

Detailed as member and law member:
Captain Jerome Pickett, 16th Infantry.

Detailed as member:
1st Lt. Harold S. Ruth, 16th Infantry.

(250.42 JAO)

By command of Brigadier General DRUM:

F. J. MORROW,
Colonel, General Staff Corps,
Chief of Staff.

OFFICIAL:

MADISON PEARSON,
Major, Adjutant General's Department,
Adjutant General.

Fort Jay, N. Y.,

July 12, 1929.

The court met pursuant to the foregoing orders at 3:00 o'clock p. m.:

P R E S E N T :

Captain Clinton A. Pierce, Cavalry, (DOL),
Captain Jerome Pickett, 16th Infantry, Law Member,
1st Lieut. Harry C. Dowdall, Infantry, (DOL),
1st Lieut. Victor W. Smith, 16th Infantry,
1st Lieut. Harold S. Ruth, 16th Infantry,
2nd Lieut. Francis W. Haskell, 16th Infantry,
1st Lieut. Vincent D. Mee, 16th Infantry, Trial Judge Advocate,
1st Lieut. Jesse T. Harris, 16th Infantry, Defense Counsel.

A B S E N T :

Major Fred L. Lemmon, 16th Infantry,
(Absent per verbal authority Commanding General, 1st Division.)

Captain Rolland E. Stafford, S. C., (DOL),
(On detached service)

Captain John A. Pierce, Signal Corps,
(On detached service)

Captain Robert J. Hoffman, 16th Infantry,
(Absent per verbal authority Commanding General, 1st Division.)

Captain John R. Hubbard, Q. M. C.,
(On detached service)

The court proceeded to the trial of PRIVATE MARTIN DAVIS, Army Serial No. 6056731, Company "A", 16th Infantry, (and thirteen civil aliases), who, on appearing before the court, was asked by the trial judge advocate whom he desired to introduce as his counsel; to which the accused replied that he desired to be defended by the defense counsel.

Robert A. Doremus was sworn as reporter.

TRIAL JUDGE ADVOCATE: Private Davis, do you want a copy of the record?

THE ACCUSED: Yes, sir.

The trial judge advocate then announced the names of the members of the court present.

TRIAL JUDGE ADVOCATE: The prosecution knows of no reason why any member of the court should be challenged for cause.

If any member of the court knows of any facts which he believes might be ground of challenge by either side against any member present, it is requested that he state such facts.

LIEUTENANT SMITH: I am acquainted with all the facts of the case and have formed an opinion.

PRESIDENT: If there is no objection, Lieutenant Smith will be excused from sitting as a member of the court in this case.

There being no objection, Lieutenant Smith was thereupon excused and withdrew.

TRIAL JUDGE ADVOCATE: Is there any other member who thinks himself or any one else disqualified from sitting as a member of the court in this case?

PRESIDENT (After a pause): There appears to be none.

TRIAL JUDGE ADVOCATE: The prosecution has no challenges either for cause or peremptorily.

Private Davis, you now have the opportunity to exercise your rights as to challenges.

DEFENSE COUNSEL (After consultation with the

accused): The accused has no challenges either for cause or peremptorily.

The members of the court and the trial judge advocate were then sworn.

The accused was then arraigned upon the following charges and specifications:

CHARGE I: Violation of the 58th Article of War.

Specification: In that Private Martin Davis, Company "A", 16th Infantry, did, at Fort Jay, New York, on or about December 1st, 1928, desert the service of the United States and did remain absent in desertion until he was apprehended at Trenton, New Jersey, on or about February 16th, 1929.

CHARGE II: Violation of the 93rd Article of War.

Specification 1: In that Private Martin Davis, Company "A", 16th Infantry, alias Morris Vinman, did, at New Brunswick, N. J., on or about December 7th 1928, with intent to defraud falsely make in its entirety, a certain check in the following words and figures, to wit; Quartermaster Bank United States Army Fort Jay, 6056, December 14 1928, Morris Vinman, Co. A 16th Inf. $9.00, L. J. Lorber, Major, Finance Dept. which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 2: In that Private Martin Davis, Company A 16th Infantry, alias Martin Davis, did, at Norristown, Pa., on or about December 8th 1928, with intent to defraud, Falsely make in its entirety, a certain check in the following words and figures, to wit: Quartermaster Bank United States

Army, Check No. C24555, December 6, 1928, Martin Davis, $20.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of private nature, which might operate to the prejudice of another.

Specification 3: In that Private Martin Davis, Company "A", 16th Infantry, alias Max Perlberg, did, at Philadelphia, Pa., on or about December 14th, 1928, with intent to defraud, falsely make in its entirety, a certain check in the following words andfigures, to wit: Quartermaster Bank United States Army Fort Jay New York, 6056, Max Perlberg, $10.00, L. J. Lorber, Major, Finance Dept., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 4: In that Private Martin Davis, Company "A", 16th Infantry, alias Marvin Levinsohn, did, at Jersey City, New Jersey, on or about December 15th 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army Fort Jay, N. Y., 6065, Marvin Levison, $10.00, L. J. Lorber, Major, Finance Dept. U S A, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 5: In that Private Martin Davis, Company "A", 16th Infantry, alias Marvin Levinsohn, did, at New York City, New York, on or about the December 20, 1928, with intent to defraud, falsely, make in its entirety a certain check in the following words and figures, to wit; Quartermaster Bank U S Army N Y, 6065, Marvin Levinsohn, $10.00

L. J. Lorber, Major, Finance Dept, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 6: In that Private Martin Davis, Company "A", 16th Infantry, alias Arthur Gordon, did, at Scranton, Pa., on or about December 24th 1928, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Seaboard National Bank of New York, Pvt. 1st cl. Arthur Gordon 16th Inf. $9.00, 977, L. J. McCarthy, Capt. 16th Inf., Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 7; In that Private Martin Davis, Company "A", 16th Infantry, alias Ralph Gordon, did , at at Binghamton, New York, on or about January 10th 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit; Seaboard National Bank, New York City, Pvt. 1 cl Ralph Gordon, $20.00, L. J. McCarthy, Captain, 16th Infantry, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 8: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Arthur Glassey, did, at Valpariso, Indiana, on or about January 15th, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: First National Bank of Akron, Ohio, 7807, Headquarters Detachment, Jan. 9 1929, Pvt. 1st. Cl. Martin Arthur Glassey, $17.00, L. J. McCarthy, Capt., 16th Inf., Custodian,

which said check was a writing of a private nature, which might lead to the prejudice of another.

Specification 9: In that Private Martin Davis, Co. A, 16th Inf., alias Irving Kaufman, did, at Cleveland, Ohio, on or about January 20th, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army N. Y., 976, Pvt. 1st. Cl. Irving Kaufman, $11.00, L. J. McCarthy, Capt., 16th Inf. Custodian, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 10: In that Private Martin Davis, Co. A, 16th Inf., alias Vincent Lubin, did, at Marshalltown, Iowa, on or about January 25th, 1929, with intent to defraud, falsely make in its entirety, a certain check in the following words and figures, to wit: Rock Island National Bank of Rock Island, January 22, 1929, Pvt. 1st. Cl. Vincent Lubin, Hq. Co., $19.00, L. J. McCarthy, Capt. Hq. Co., Custodian of Company Funds, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 11: In that Private Martin Davis, Co. A, 16th Inf., alias Martin Lewis, did, at St. Louis, Mo., on or about February 6th, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Finance Dept United States Army of U. S. Army, C2077, January 31, 1929, Martin Lewis Pvt First Class $14.00, L. J. McCarthy, Capt. Finance Dept. Custodian of Funds for Casual Company, which said check was a writing of a

private nature, which might operate to the prejudice of another.

Specification 12: In that Private Martin Davis, Co. A, 16th Inf., alias Samuel Bloom, did, at Vincennes, Ind., on or about February 8th, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit. Quartermaster Bank United States Army, January 31, 1929, Pvt. 1st. Cl. Samuel Bloom, Reg. #7807, $17.00, ration account of January payable to above soldier, L. J. McCarthy, Capt. 16th Inf., Custodian of funds, 766, Finance Dept. U. S. A., which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 13: In that Private Martin Davis, Co. A, 16th Inf., alias Max Perlman, did, at Indianapolis, Ind., on or about February 9, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank, United States Army, Pvt. 1st. Cl. Max Perlman, #7807, $14.00, rations for January, 1929, payable to the above named soldier, L. J. McCarthy, Capt. 16th Inf. Custodian of Funds, 766, January, which said check was a writing of a private nature, which might operate to the prejudice of another.

Specification 14: In that Private Martin Davis, Co. A, 16th Inf., alias Arthur Cohen, did, at Pittsburgh, Pa., on or about February 10, 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army,

766, Pvt. 1st. Cl. Arthur Cohen, 7807, $14.00, rations, L. J. McCarthy, Capt. 16th Inf. Capt. Finance Dept. Custodian, which said check was a writing of a private nature which might operate to the prejudice of another.

Specification 15: In that Private Martin Davis, Co. A, 16th Inf., alias Harold Goetz, did, at Dayton, Ohio, on or about February 14 1929, with intent to defraud, falsely make in its entirety a certain check in the following words and figures, to wit: Quartermaster Bank United States Army, Pvt. 1st. Cl. Harold Goetz, 7807, $12.00, L. J. McCarthy, Capt. 16th Inf., Custodian of Funds, Ration Fund, 766, January Fund, which said check was a writing of a private nature, which might operate to the prejudice of another.

(Signature of accuser) J. J. NEALON,
Captain, 16th Infantry,
Commanding Company "A".

Affidavit.

Before me, the undersigned, authorized by law to administer oaths in cases of this character, personally appeared the above named accuser this 20th day of May, 1929, and made oath that he is a person subject to military law, and that he personally signed the foregoing charges and specifications, and further that he has investigated the matters set forth in specifications and charges, and that the same are true in fact, to the best of his knowledge and belief.

(Name) W. L. RITTER,
Captain, 16th Infantry,
Adjutant.

1st Ind.

Headquarters 1st Division, Fort Hamilton, New York, June 8, 1929.

Referred for trial to 1st Lt. Vincent D. Mes, 16th Infantry, Trial J. A., general court-martial appointed by paragraph 1, Special Orders No. 44, Headquarters 1st Division, April 12, 1929.

By command of Brigadier General DRUM:

MADISON PEARSON,

Major, A. G. D., Adjutant General.

To which the accused pleaded as follows:

To the Specification, Charge I:	"Not guilty";
To Charge I:	"Not guilty".
To the 1st Specification, Charge II:	"Not guilty";
To the 2nd Specification, Charge II:	"Not guilty";
To the 3rd Specification, Charge II:	"Not guilty";
To the 4th Specification, Charge II:	"Not guilty";
To the 5th Specification, Charge II:	"Not guilty";
To the 6th Specification, Charge II:	"Not guilty";
To the 7th Specification, Charge II:	"Not guilty";
To the 8th Specification, Charge II:	"Not guilty";
To the 9th Specification, Charge II:	"Not guilty";
To the 10th Specification, Charge II:	"Not guilty";
To the 11th Specification, Charge II:	"Not guilty";
To the 12th Specification, Charge II:	"Not guilty";
To the 13th Specification, Charge II:	"Not guilty";
To the 14th Specification, Charge II:	"Not guilty";
To the 15th Specification, Charge II:	"Not guilty";
To Charge II:	"Not guilty".

TRIAL JUDGE ADVOCATE: Unless desired by some member of the court or by the defense I will dispense with reading from the Manual for Courts-Martial the gist of the offenses charged.

PRESIDENT (After a pause): The court does not wish it read.

DEFENSE COUNSEL: The defense does not.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence extract copy of morning report of Company "A", 16th Infantry, Fort Jay, New York, which copy is properly authenticated by the official seal of the official custodian of the original morning report. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The extract copy of morning report referred to, having been received in evidence, was read to the court by the trial judge advocate, and the same is hereto attached, marked Exhibit No. 1.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence deposition of Bartholemew Bratton, Operative in Charge, Secret Service Division, Treasury Department, Baltimore, Maryland. The court is advised of the fact that in offering this deposition the prosecution does not desire to read all the answers to all the interrogatories, but merely desires to

read the first and second interrogatories and the answers thereto, and the third interrogatory and the first two words of the answer to that interrogatory, and does not desire to introduce anything further in evidence from this deposition, and asks the court to take only so much as is read into consideration. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The deposition referred to, having been received in evidence the portions indicated were read to the court by the trial judge advocate, and the same is hereto attached, marked Exhibit No. 2.

TRIAL JUDGE ADVOCATE: All we are trying to prove by this deposition is that the accused was apprehended on this date, which proves the termination of the absence without leave under the charge.

MRS. T. D. L. SHORE, a witness for the prosecution, was sworn and testified as follows:

DIRECT EXAMINATION.

Questions by prosecution:

Q Please state to the court your full name, residence and occupation? A Mrs. T. D. L. Shore, 246 George Street, New Brunswick, New Jersey.

Q Do you know the accused in this case? If so, state who he is. A I think I do.

Q Do you recall ever having seen him before? A Yes,

I think I do.

Q Do you know under what name you knew him at that time? A Morris Vinman.

Q Do you recall approximately what date you saw him? A No, I do not; it was just before Christmas, a short time, perhaps one week.

Q Some time in December? A Yes.

Q Of last year? A Yes.

Q How was the accused dressed at the time you saw him? A He had a soldier's overcoat and cap, but I don't think he had a soldier's uniform on under it.

Q Will you state where you saw the accused and under what circumstances? A He came to my house for a room andI showed him the rooms and he engaged the room for two nights.

Q Did you have any financial dealings with the accused? A Yes, sir, the check which I cashed; it was a $9 check and I gave him $5 in change.

Q I hand you a paper (indicating), and ask you if you ever saw that document before? A That is the same; I believe it is the same.

Q You did see that document before? A Yes, sir, and that is the same writing and the same signature that he registered in my house; the "V" was made just the same as on the back of the check; I believe that is the check.

Q Where did you last see that check? A In my house.

Q From whom did you receive it? A From the man who said he was Morris Vinman.

Q Did you receive it from this accused, this man

sitting here (indicating)? A I believe so; it seemed to me that his hair was darker, but I only saw him for a few moments, just a few moments as I showed him the rooms and he gave me the check; the features are the same.

Q Did you after receiving this check make any effort to secure the money on it? A No, I didn't take it to the bank because when he didn't return I knew there was something very wrong about it; I felt at the time I cashed it it was wrong; I felt so and I told him so, but he said that was the way this money was left, the money had to be left each pay day, so much was taken from their pay and was kept so if they wanted to go out on a furlough they could draw on that, and that is why this check appears that way; I sort of questioned it because it didn't seem to me to be a check that the army would give; it didn't seem so to me; I don't know anything about it; it didn't seem to me to be right.

TRIAL JUDGE ADVOCATE: The prosecution desires to introduce in evidence the check which has been identified by this witness as having been one given to her by one Morris Vinman.

At this time I might say that with the permission of the court all these checks will be withdrawn later from the record and photostatic copies will be substituted.

Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence,

was exhibited to the court by the trial judge advocate, and the same is hereto attached, marked Exhibit No. 3.

Q Mrs. Shore, I would like you to take a good look at this man and state if you can positively say whether or not this is the man that bäarded with you for two days and who gave you this check which you have just identified? A If he would smile perhaps I could say - if he didn't look so serious; he wasn't so serious - he looks so serious to me now, I don't remember; he didn't look at me like that.

PRESIDENT: It is just a question of identification.

THE WITNESS: He seems to me to be the very same man.

Q You are quite sure he is the man you had this transaction with? A Yes, I am almost certain of it.

Q Now, then, the amount of this check is $9, is that correct? A Yes, sir.

Q How much did he owe you for those two days' board? A It wasn't board; it wasfor the furnished room for two days; $4, at $2 a day.

Q And he gave you this check in payment for the bill of $4, is that correct? A Yes.

Q Did you return to him any money? A Yes, $5.

Q The difference between the amount of the check and the amount of money that he owed you? A Yes.

Q What did you do with this check later on? A I kept it until some one from here asked me to send it and I sent it here.

CROSS EXAMINATION.

Questions by defense:

Q Are you quite positive now that this is the man who presented that check; are you absolutely certain? A I will not swear to it but it seems to me that he is the man, because he was dressed differently and that made a difference.

Q How was he dressed? A Soldiers' overcoat and cap; but the heighth corresponds.

Q You stated that he stayed at your house for two days, is that right? A He didn't say; he only got the change for the check, the $5, and I didn't see him afterwards; he had my front door key and I waited for him - he was to be back at once and he didn't come back.

Q You talked to him? A Oh, yes, I rented the room; I showed him two different rooms and he selected the best room, the largest room.

Q You can ~~you can~~ not be real certain that this is the man, he resembles him but you are not absolutely certain of it? A He resembles him, but I don't want to swear to the thing, but I am not so positive about it, I think he is the man.

REDIRECT EXAMINATION,

Questions by prosecution:

Q Mrs. Shore, after you gave this man this $5 ~~due~~ did you ever receive any of the money back at all from him or from any one else? A No, from no one; I never saw the man again.

The defense declined to recross-examine the witness and there being no further questions, the witness was excused and

withdrew.

LOUIS SCHULTZ, a witness for the prosecution, was sworn and testified as follows:

DIRECT EXAMINATION.

Questions by prosecution:

Q State to the court your full name, residence and business? A Louis Schultz, 394 Communipaw Avenue, Jersey City, New Jersey.

Q What is your occupation? A Pharmacist.

Q Do you know the accused in this case? If so, state who he is. A Yes, I can recognize him.

Q Did you ever see him before? A No.

Q Have you ever seen him before to-day? A Yes, when he came into my place.

Q About what date was that? A If I could see the check I could recollect the time.

Q Approximately, at this time? A It was in December.

Q Some time in December, 1928? A Yes.

Q Under what name did you know the accused? A The check was signed, I believe, Levinsohn; the indorsement was Levinshohn, Max or Martin Levinsohn.

Q I hand youa paper (indicating), and will ask you if you ever saw that before? A Yes, the time when he cashed the check in; here (indicating) is my signature, my indorsement.

Q Under what circumstances did you see that paper? A This gentleman rushed in and he said to me, addressing me b y my name, "Mr. Schultz"; he had a soldier's uniform on, with a peak, and he was dressed very nicely; I was behind the

prescription counter and ran right out to the register, and he says, "Mr. Schultz, I am visiting a girl here by the name of Miss Walker which I am going with and I would like to buy a pound of candy" - I don't keep any candy in my drug store, simply sell drinks and make prescriptions; he said, "I would like to buy a pound of candy on the corner at the candy store and I haven't any money with me; will you kindly cash this Government check, will you please"; of course, a man of my standing should see that a check is what it should be; first of all the check should be signed in handwriting, but at the moment - you see anyhow - the check - he says "Will you kindly let me have ten dollars; here is my check" and I took the ten dollars out and gave them to him and he rushed out quickly; that is all the time that I saw him.

Q Did you let him have $10? A Yes.

Q Did you take the check in payment for that $10? A Yes.

Q What did you do with the check then? A I deposited it.

Q You deposited in your bank? A Yes, the First National.

Q Did you ever see the check again? A Yes, sir, it came back "No good" - "N. G."; there never been any place like that.

Q You have never been reimbursed for that check by the accused? A No; that is the check; that is my signature (indicating).

Q Did the accused at the time he brought this check to

you represent himself to be the man to whom the check was made payable? A Well, he didn't say anything; he just said "I have endorsed it"; the man addressing me by my name and says he lived in the neighborhood - those were his words - and remember now, "I am visiting this family" and he called the name, the janitor that is attending to those premises; so when the fellow comes in in a moment and tell you it is a Government check - "I am going with Miss Walker, I would like to get a pound of candy, wouldn't you cash this Government check for me, please", and I says,"Yes" and I took out ten dollars from the cash register - a ten dollar bill - and as soon as he got the ten dollar bill he run out.

Q Did the accused sign this endorsement in your presence? A No.

Q Did he state to you that he had endorsed this check? A He said "This check is endorsed by me".

Q Then you understood that he was the person to whom the check was made payable? A Absolutely.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence the check identified by this witness as having been cashed by him for the accused which was later returned as being of no value. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate and a photostatic copy of the same is hereto attached, marked Ex-

hibit No. 4.

Q You are absolutely sure that the man sitting there is the man for whom you cashed this check? A Absolutely.

The defense declined to cross examine the witness, and there being no further questions, the witness was excused and withdrew.

SAM SMILES, a witness for the prosecution, was sworn and testified as follows:

DIRECT EXAMINATION.

Questions by prosecution:

Q State to the court your full name, residence and occupation? A Sam Smiles, 706 Fairmont Place, Bronx, New York; fruit and vegetable clerk.

Q Do you know the accused in this case? If so, state who he is. A He looks very familiar.

Q Have you ever seen him before? A Well, to tell you the truth it has been such a long time I couldn't exactly recognize him, I couldn't exactly identify him as the same person.

Q Did you ever see anybody thatresembled this man before? A It is possible it may be the same man who had the check.

Q Are you sure it is or is not the same man? A I wouldn't swear to it.

Q Did you ever see that document before (indicating)? A This is the check that was cashed.

Q By whom? A By this party, Marvin Levinsohn.

Q Who cashed it for him? A Supposed to be myself.

Q Who cashed it for him, did you? A I did, yes, sir.

Q What was your occupation at that time? A Manager.

DEFENSE COUNSEL: The defense objects to any further testimony from this witness until he is able to properly identify the accused, which he has failed to do up to the present time. He has admitted that he does not recognize him as being a man that he has ever seen before, and he does not connect him with this accused in any manner.

TRIAL JUDGE ADVOCATE: I do not know that there is anything in the Manual that necessitates a witness knowing an accused.

DEFENSE COUNSEL: He must be able to identify him.

TRIAL JUDGE ADVOCATE: The prosecution intends to prove that this man had dealings with a certain person and that he cashed a certain check. The identification will come at a later time in the proceedings.

LAW MEMBER: The objection is not sustained.

Q What was your position at the time this check was cashed by you? A Manager.

Q For whom? A The Globe Fruit and Produce Exchange.

Q As manager for this concern did you cash that check? A Yes, sir.

Q Will you state the circumstances surrounding the cashing of this check? A This party happened to walk in and

mentioned a very good customer of mine; I don't seem to remember his name now, and I took it for granted seeing it was a Government check that the check was O. K. and I cashed it for the reference that he gave.

Q Who was the reference that he gave? A I don't remember.

Q How much was that check for? A Ten dollars.

Q Did you give him ten dollars for it? A Yes, sir; I didn't give it, but the cashier gave it to him; I told the cashier to give it to him.

Q Have you ever been reimbursed for that check? A What do you mean?

Q Have you ever gotten the $10 back? A No, sir.

Q Or any part of it? A No, sir.

Q What was the description of this man who gave you the check; what did he look like; was he tall or small? A Not exactly tall - about medium height.

Q Did he look anything like this accused? A Well, I couldn't tell you exactly because he was wearing different sort of clothes all together.

Q We are not speaking about clothes; does his face resemble that of the man who cashed the check? A His face does resemble him.

Q Can you state now that this is the man, whether or not this accused is the man for whom you cashed this check? A To tell you the truth I didn't take such a good look at the man at the time I cashed it.

Q Do you mean to tell me you would cash checks for any-

body without taking a good look at him? A No, not exactly.

Q Did the man whom you cashed the check for resemble this man here a great deal or a little bit? A A great deal.

Q Is it possible that this is the man for whom you cashed this check? A It is possible.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence the check identified by this witness as having cashed. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 5.

Q About what date was this check cashed? A I don't remember exactly - about the middle of December.

Q In 1928? A Yes, sir.

Q How was this man dressed that you cashed this check for? A He was dressed in a regular army uniform, and a cap like these here (indicating).

Q Did you notice any particular distinguishing marks on his uniform? A No; I think I can say the only thing what he had, like pants, that is, no leggings or anything of the kind; that is the only thing I noticed.

Q Did you notice whether he had any distinguishing mark on his left shoulder? A No, sir, I did not.

CROSS EXAMINATION.

Questions by defense:

Q You stated that you could not identify this man as positively being the man who brought that check to you, is that correct? A Yes, sir.

Q It might or might not have been this man; it might have been some one else, is that right? A Possibly.

EXAMINATION BY THE COURT:

Q Have you been in the habit of cashing checks for people you do not know? A No, sir.

Q Now, when this man asked that this check be cashed, you stated that he gave you the name of somebody that he knew in the neighborhood? A That is right, a customer in my place.

Q You can not recall the name of that customar, can you? A No, sir.

Q And later you found out that this check was N. G., is that correct? A Yes.

Q Did you recall then the name of the customer he mentioned? A No, sir.

Q No reference was made to the customer at all? A No, sir.

Q Did the man have on an overcoat? A No, sir.

Q Do you think you could recall the tone of his voice, the voice of the person for whom you cashed the check? A I doubt it.

The prosecution and the defense declined to further question the witness and there being no further questions, the witness was excused and withdrew.

TRIAL JUDGE ADVOCATE: The prosecution offers

in evidence an official publication, the Army Register and the Directory, which is also an official publication, for the purpose of proving that there is no such person as L. J. Lober, a major in the Finance Department of the United States Army, which is the signature appearing on Exhibits 3, 4 and 5, and request the court to take notice of that fact judicially. Further, I request permission to withdraw these publications at the conclusion of the trial. Is there any objection by the defense?

DEFENSE COUNSEL: No objection.

The publications referred to, having been received in evidence, were exhibited to the court by the trial judge advocate, and were marked Exhibits Nos. 6 and 7.

STAFF SERGEANT PAUL L. ROGERS, Finance Department, a witness for the prosecution, was sworn and testified as follows:

DIRECT EXAMINATION.

Questions by prosecution:

Q State to the court your full name, rank, organization and station? A Staff Sergeant Paul L. Rogers, Finance Department, Finance Office, Governors Island, New York.

Q Do you know the accused in this case? If so, state who he is. A No, sir.

Q Sergeant Rogers, what are your duties here on the post? A Disbursing clerk in the office of the Finance Officer.

Q How long have you been on duty on this post? A

Eight years in September, sir.

Q Have you been in the Finance Department all that time? A With the exception of three months when I was at West Point.

Q I will ask you if you know whether or not there is such an institution as the Quartermaster Bank United States Army, Fort Jay, New York? A No, sir, there is not.

Q If there was such an institution at this post would you be aware of it? A I certainly would.

Q Will you state to the court how disbursements are made and how checks are used? A There are no checks paid by the Finance Office at this post; they are not made out at this post; they are made out in Brooklyn, at the Brooklyn office.

The defense declined to cross examine the witness and there being no further questions, the witness was excused and withdrew.

FRANK W. MORRIS, a witness for the prosecution, was sworn and testified as follows:

DIRECT EXAMINATION.

Questions by prosecution:

Q State to the court your full name, occupation and residence. A Frank W. Morris, New York City; operative, Secret Service Division, United States Treasury Department.

Q Do you know the accused in this case? If so, state who he is. A I do.

Q Will you state to the court where you knew him and

his name? A I first saw him on March 15, 1929 in the Mercer County Jail, Trenton, New Jersey.

Q Under what name? A Under the name of Martin Davis.

Q What was your purpose in seeing him at this time? A To have him photographed and finger printed and to interview him.

Q Was this in the nature of an official interview as part of your regular duties? A It was.

Q Did the accusedmake any statement to you at that time? A He did.

Q Was this statement made to you voluntarily by the accused? A Yes, sir.

Q Was it explained to him that any statement he made would be used against him on a trial? A Absolutely.

Q Did you hold out to him any offer of reward if he did make a statement? A No, sir.

Q Was this statement made under any stress or strain at that time? A No, sir.

Q Any violence used or coercion used in having the accused make this statement? A No, sir.

TRIAL JUDGE ADVOCATE: You are advised at this time that you may refresh your memory from any notes you made at the time if they are your original notes.

THE WITNESS: Yes.

Q I will ask you if you will state to the court the statement this accused did make to you at that time? A When I visited the defendant on March 15, 1929, at the Mercer County Jail, I questioned him regarding the negotiating of

WAR DEPARTMENT

OFFICE OF THE JUDGE ADVOCATE GENERAL

Memorandum:

Page 38 & 39

Acc ad going into tel. office etc

add to Brown

VW - test of F. W. Morris

checks purporting to have been drawn by the United States Army Bank at Fort Jay; he admitted to cashing several of them and at first seemed a little hazy as to just where they were passed and how; I then asked him about when he deserted and to give me an idea where and the route that he had travelled as our office had been in receipt of various communications regarding him; I asked him to try to trace his movements from the time he deserted the Fort and the various stops that he made; he gladly accommodated me and gave me a list of the following - he stated that the first check that he had passed had been in a vegetable store at 137th Street and Broadway; questioned as to what name he used he said, Martin Levinsohn; the check was for $10;

He then stated that he had passed another one for $9 in the vicinity of his sister-in-law's home, 31st Street and 4th Avenue, Brooklyn, for $9; he ---

Q May I interrupt you, at the time that he spoke to you about this check that he had cashed at 137th Street and Broadway, did you have the check in your possession at that time? A I did not; I picked that check up later on.

Q Will you proceed please. A A check for $9 in a cigar store in the vicinity of 31st Street and 4th Avenue, Brooklyn;

He then went to Newark, New Jersey - this is his own statement - and passed one in a men's furnishing store somewhere around Journal Square, he didn't recall just where, and we have not been able to locate the place incidentally, under the name of Martin Davis.

He then went to Philadelphia at a toy shop negotiated another one under the name of Martin Davis for $10.

Q Did you see that particular check, that Philadelphia check, at that time? A I did not, no, sir.

Q Will you proceed, please. A He then stated he returned to New York, visited his home, and then went to Jersey City to visit a young lady, and then passed one on a man named Schultz in a drug store over there for $10; that check I had in my possession.

Q Would you be able to identify that check if you saw it again? A I presume so.

Q I hand you Exhibit No. 4; can you state whether or not that check you have ever seen before? A I have.

Q Would that be the same check that you just had reference to in the confession of the accused? A It is.

Q As being the check passed on Mr. Schultz? A Yes, sir. He then stated that he went to New Brunswick, New Jersey, at a small hotel there run by a party named Shore, he negotiated a check for $9, using the name of Morris Vinman.

At Norristown, Pennsylvania, the next stop, he passed a check for $14 on a man under the name of Davis.

Q Do you recall having seen either of those checks? A The Shore check I did.

Q I hand you Exhibit No. 3, and ask you is that the check you saw at this time? A Yes, sir, it is.

Q That is the same check the accused had reference to in his confession to you? A Yes, sir.

Q Now, the Norristown check? A At Norristown a check

for $14 under the name of Davis; that one I had. These amounts were to the best of his recollection, and these are the amounts I wrote down while sitting down at a small table in the reception room in the prison.

Q Can you state who cashed that Norristown check from the confession that was given you? A A hotel in Norristown.

Q I hand you a paper (indicating) and ask you if you can identify that as ever having it in your possession before? A Yes, sir.

Q Is that the check that the accused had reference to at the time of the confession? A At the time that I was at the prison I didn't have this check with me; it was in my office.

Q But you have seen that check before and can identify it as having been cashed - can you state from the endorsement on the check whether that check was cashed? A The check has been presented to the bank after evidently being negotiated by the depositor, by the bank stamps; they merely identify the check as being refused; the endorsement is Martin Davis and that is what the defendant represented himself to me to be.

Q Does it show on this document that the check was evidently cashed by the Penn Hotel, in that city? A Yes.

TRIAL JUDGE ADVOCATE: If there is no objection the prosecution offers in evidence the check identified by this witness as a check which corresponds with a check mentioned in the confession of the accused. Is there any objection by the defense

(handing a paper to the defense counsel)?

DEFENSE COUNSEL: Do you positively identify this as the check that he had reference to?

THE WITNESS: He stated that he only passed one in that town.

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the sameis hereto attached, marked Exhibit No. 8.

Q Go ahead, Mr. Morris. A The defendant then stated that he went to Atlantic City, New Jersey, and at the Gotham Hotel on New York Avenue near Atlantic Avenue, he used the name of Martin Davis, and passed another one for $10.

Then he returned to Brooklyn and passed one at 154 Weldon Street using the name of Martin Davis, for $9.

Then to ~~Scarnton~~ Scranton, Pennsylvania, at a book shop, under the name of Martin Davis, for $10.

Then to Rochester, New York, but he did not recall where uncertain of the name used; he cashed it, ~~under his own name~~, and I believe it was for $10.

Then he went to a small town, the name of which is Endicott-Johnson, and in an Army and Navy Store there passed one for approximately $10; didn't recall the name he used.

Then he went to Binghamton, New York, at a book store, for $9 or $10, and uncertain of the name used.

In Cleveland, Ohio, on the Grey Line Bus Company, using the name of Irving Kaufman for $14.

In a small hotel and lunch room in Valparaiso, Indiana, using the name of Martin Glassey, for $14. The defendant at the time I questioned him as to the various names and aliases used repeatedly mentioned that he was not certain whether he had used that name or some other alias, but the names he gave me were what he was reasonably certain at that time that he had used.

In Peoria, Illinois, in a candy store, on Main Street, under the name of Lewis;

In Vincennes, Indiana, in a drug store, for $12., under the name of Samuel Bloom.

At Jeffersonville, Indiana, I believe he used the name of Lewis also, at a drug store, for $10.

In Des Moines, Iowa, under thename of Levinsohn, $10, a small candy store.

At Louisville, Kentucky, under the name of Martin Davis, $14., in a drug store.

Next to Omaha, Nebraska, in a small jewelry shop, for $14., not certain of the name used.

In Kansas City, opposite the bus station, a place known as the Modern Rooming House, under the name of Martin Luvin, cashed a check for $12.

In St. Louis, next to the Missouri Theatre, a dry goods store, in the name of Martin Luvin, $10.

The Yellow A Bus Line, Pittsburgh, Pennsylvania, $14., I believe the name was Arthur Cohen.

Indianapolis, Indiana, in a jewelry shop, used the name of Max Perlman, $14.

In Dayton, Ohio, in the Fannie Palmer Candy Shop, $12., using the name of Harold Goetz.

In a drug store on Main and 49th, Marshalltown, Iowa, under the name of Martin Luvin, a check for $10.

The defendant at that time told me that this was about all he could recall that he had cashed.

Q Mr. Morris, I hand you some documents (indicating); I would like to ask you at the time of this confession if any of the checks I hand you were in your possession and were identified by the accused as having been those that he forged? A There was this one, Lieutenant (indicating).

Q This is the check which was evidently cashed at Dayton, Ohio? A Dayton, Ohio, yes.

Q Which corresponds to the statement of the accused that there was such a check? A Yes, sir.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence the check just identified by the witness as being one of the checks identified by the accused. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 9.

Q This (indicating) is evidently the check that was cashed at St. Louis? A Yes.

Q Does it correspond with the check that the accused confessed to having forged? A Yes, sir.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence the check just identified by the witness as being one that was identified by the accused. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 10.

Q This check (indicating) was evidently cashed at Cleveland, Ohio? A Yes.

Q Which corresponds to the check that the accused confessed to having forged? A Yes.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence the check just identified by the witness as having been identified by the accused? Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 11.

Q This check (indicating) was evidently cashed at Vincennes, Indiana? A Yes.

Q And actually corresponds to a check which the accused confessed to having forged? A Yes, sir.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence the check just identified by this witness as having been identified by the accused. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 12.

Q Mr. Morris, will you repeat the statement that the accused told you about these checks, that is, did he state whether or not he was the maker of these checks or did he state that he merely cashed them? A I questioned him regarding the negotiating of the checks, as to why he had gone into ~~it~~ such a cheap way of obtaining money, and he told me that he had been married, family troubles, and his baby was sick - that was his original reason for getting away from the Fort, and that he needed money to assist them; when I asked him how much money he had turned over out of the spoils to his family, he admitted that he had not sent them any of it; but that he had used it all on his transportation and living expenses.

Q In his confession did he at the time admit to having actually written the checks himself and signed the name of the payer? A He did; he even described to me as to how he went into the various Postal Telegraph or Western Union Offices and borrowed a typewriter for a few minutes and sat down

and drew up the checks on the typewriter; I questioned him as to why he used various types in drawing up the checks and he stated that he had saved them and filled them out himself, indorsing them and presenting them.

Q He did state that he filled out the checks and signed them himself? A Yes.

Q And also that he had passed them on various people at these various cities? A Yes, sir; I further questioned him as to whether he had a aid or a companion, and he stated no, that he wasentirely alone.

Q During this questioning, Mr. Morris, did the accused seem to have a perfect understanding of his rights? A Yes, sir.

Q In reference to this investigation you made? A Yes, sir.

Q At the time did he act perfectly normal? A Absolutely.

Q Seemed to be in complete possession of all of his faculties? A Yes; to me he was a bit worried as to the consequences of his foolish acts.

Q He did appear a bit worried? A He stated he was; that is the reason he could not recall whether there were any more checks negotiated or had the names properly; he stated that he wanted to assist the Government in every way that he could, and now that it was all over he felt better about it.

CROSS EXAMINATION.

Questions by defense:

Q In this confession which the accused is alleged to

have made, did you carefully advise him of his whole rights? A Of his Constitutional rights, yes, sir.

Q Did you advise him to make this confession? A I told him it would be a whole lot better for him and a whole lot better for the Government, and would save us an awful lot of work if he would try to trace out and let us know just what he did, where he had been, and where he had passed these various checks.

Q Was this in the nature of a promise, or did you advise him that it might be easier for him, or something of that sort? A No; I told him I was not in a position to make any deal or promise to him.

Q But you did tell him, however, that it would be better for him to come through and make a confession? A I told him that, yes, sir.

Q Did you tell him this confession would be used against him? A Absolutely.

Q Did this accused make a signed confession or did he make an oral confession to you? A It was a statement which I jotted down right before him and he corrected me on several occasions.

Q Did he place his signature on the confession to you? A No, sir.

Q It was an oral statement that he made to you? A That he dictated a list of these checks; that is what I was interested in.

Q And this confession was made where, in Trenton, in the jail at Trenton? A In the Mercer County Jail, yes, sir,

in Trenton, in a room just off the Warden's office.

REDIRECT EXAMINATION.

Questions by prosecution:

Q Mr. Morris, in your position do you often have occasion to interview men for the purpose of attempting to obtain a confession from them? A I do.

Q Is that a frequent occurrance in your profession? A Usually weekly - almost daily at the present time.

Q Then do you often appear before the civil courts and testify at these courts very often as to confessions that are made to you? A I do.

Q Then is it to be assumed that you absolutely explained the rights of a person so that any confession he made could be used against him without any difficulty? A Thoroughly, yes, sir.

Q Were those rights carried out with this accused? A We always protect them.

The defense declined to recross examine the witness and there being no further questions, the witness was excused and withdrew.

CAPTAIN L. J. McCARTHY, 16th Infantry, a witness for the prosecution, was sworn and testified as follows:

DIRECT EXAMINATION.

Questions by prosecution:

Q State to the court your full name, rank, organization, and station? A L. J. McCarthy, Captain, 16th Infantry, Fort Jay, New York.

Q Do you know the accused inthis case? If so, state who he is. A Private Davis.

Q Captain McCarthy, I hand you a document, which is Exhibit No. 9, and ask you do you know the signature that appears on the document in question? A I do not know the signature.

Q What is the name? A L. J. McCarthy, Captain, 16th Infantry, marked Custodian of Funds.

Q Is that your name? A It is.

Q Is the signature that appears on that exhibit your signature? A It is not.

Q Did you ever authorize anybody to write your signature on that check? A Never did.

Q Are you the custodian of the funds of the Quartermaster Bank United States Army? A I am not.

Q I hand you Exhibit No. 10,and ask you the name of the payer of that check? A Captain L. J. McCarthy, Finance Department, Custodian of Funds of Casual Company.

Q Does your name appear on this exhibit? A It does.

Q Is that signature your own? A It is not.

Q It was not made by you? A No, sir.

Q Did you authorize anybody to make that signature? A I did not.

Q I hand you Exhibit No. 11; is that signature your own? A It is not.

Q Is the name which appears there your name? A It is.

Q Did you authorize anybody to sign such a document? A I did not.

Q I hand you exhibit No. 12; is the name that appears

there your own? A It is.

Q Was the signature to this document made by you? A It was not.

Q Did you authorize anybody to make that signature? A I did not.

Q I hand you a document (indicating); will you state to the court the name that appears on this document as the payer? A The Rock Island National Bank, Rock Island, Illinois.

Q I mean the signature? A L. J. McCarthy, Captain, Headquarters Company, Custodian of Company Funds.

Q Is that your name? A Yes.

Q Is that your own signature on this document? A It is not.

Q Did you authorize anybody to make such a signature? A I did not.

Q Did you ever have any funds in the Rock Island National Bank of Rock Island, Illinois? A No, sir.

TRIAL JUDGE ADVOCATE: At this time the prosecution desires to introduce in evidence a check which bears the name of the witness, L. J. McCarthy, the witness having testified that the check in question was not signed by him.

DEFENSE COUNSEL: The defense doesnot see that this is relevant to this case whatsoever, and it has not been shown in any way corrected with this accused.

TRIAL JUDGE ADVOCATE: May it please the court, the prosecution refers to the testimony of the last

witness who stated that the accused in a statement by way of confession to him stated that at Marshalltown, Iowa, he did cash a check - I don't recall the sum that he stated - which corresponded to the check that is about to be introduced, and it is, therefore, the opinion of the prosecution that this check should be accepted by the court and become a part of the record in this case. The accused confessed to having cashed a check in this city. This check came into possession of the authorities and the accused admitted having cashed it. The signature on the same is exactly the same and worded the same as the other exhibits before the court. I ask the law member to overrule the objection and to admit the paper in evidence.

LAW MEMBER: The objection is not sustained.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 13.

Q I hand you a paper (indicating), and ask you if the name that appears on the bottom of this check is the same name as your own? A It is.

Q I ask you if this check was ever signed by you? A It was not.

Q Did you authorize anybody to sign this check? A I did not.

Q I will ask you if you were ever at any time custodian

of the funds of the Quartermaster Bank United States Army?

A I never was.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence this check which the witness has testified he did not sign or authorize any one to sign his name to, the same being a check that was referred to in the testimony of the previous witness. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: Well, as far as I can see this check in particular here is just simply a writing and has Captain McCarthy's name signed to it, but I do not see that it is pertinent to this case at all. It is just simply a check.

TRIAL JUDGE ADVOCATE: The prosecution might state that this check corresponds to a check which the accused admitted in his confession to the previous witness as having cashed in the City of Indianapolis, Indiana. The writing of the check is very similar to the other documents that have been testified to by the witness, and, in the opinion of the prosecution, the check should be admitted in evidence.

Spec 13

LAW MEMBER: The objection is not sustained.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the sameis hereto attached, marked Exhibit No. 14.

Q I hand you another paper, Captain (indicating); and

ask you if your name appears on that document? A It does.

Q I will ask you if that signature was ever made by you? A It was not.

Q Did you authorize any one to sign it? A I did not.

Q The check is signed L. J. McCarthy, Captain, 16th Infantry, Custodian, and is drawn on the Seaboard National Bank of New York, II Corps Area Headquarters Detachment, and I will ask you if you have any funds as indicated by that check, and if you are the custodian of such funds in that bank? A I am.

Q Were you custodian on the date of that check, on January 22, 1928? A I was not.

Q Did you authorize any one at any time to sign your name since you have been custodian of this fund? A I never have.

PRESIDENT: Were you custodian of such a fund in 1929?

THE WITNESS: Yes.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence check cashed by the Community Book Shop, Scranton, Pennsylvania, which check the accused in his confession to the previous witness admitted cashing and making. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Ex-

hibit No. 15.

Q Captain, I hand you another document (indicating), and ask you if that is your own name at the bottom of the check? A It is.

Q Did you ever sign that check? A I did not.

Q Did you authorize any one to sign it for you? A I did not.

Q Were you ever custodian of any funds in the First National Bank of Akron, Ohio? A Never.

TRIAL JUDGE ADVOCATE: The,prosecution offers in evidence a check which was cashed by Ivan L. Hutchings, of Valparaiso, Indiana, which corresponds to the check which was admitted by the accused to having been cashed in that city as testified to by the previous witness. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: The defense counsel does not remember the last witness making any such statement, that such a check was cashed in Valparaiso, Indiana.

TRIAL JUDGE ADVOCATE: I will ask the stenographer to refer to that testimony and read it.

(The stenographer then read the following:

"***In a small hotel and lunch room in Valparaiso, Indiana, using the name of Martin Glassey, for $14.")

TRIAL JUDGE ADVOCATE: The amount stated in the confession of the accused was $14. This check

however is for $17.

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 16.

Q Captain McCarthy, did you at any time authorise the accused to sign your name to any check? A I never did.

The defense declined to cross examine the witness and there being no further questions, the witness was excused and withdrew.

TRIAL JUDGE ADVOCATE: The prosecution offers in evidence a check which is made payable to the order of Max Perlberg, and which is endorsed Max Perlberg, and The Pastry Shop, at Philadelphia, Pennsylvania, which check corresponds to the check mentioned in the confession of the accused to Mr. Morris, and is referred to in specification 3, of Charge II. I ask that the paper be received in evidence (handing a paper to the defense counsel). Has the defense any objection?

$30 ✓

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 17.

TRIAL JUDGE ADVOCATE: The prosecution would like to introduce in evidence a check drawn on the Quartermaster Bank United States Army, payable to the order of Private First Class Arthur Cohen, and signed by J. L. McCarrgy, Captain, 16th Infantry, Captain Finance Department, Custodian This check corresponds to a check mentioned in the confession of the accused as having been cashed by the Pioneer Eastern Stages, Incorporated, at Pittsburgh, Pennsylvania, and which is referred to in Specification 14, of Charge II, and is a check which the accused confessed to having forged and cashed at Pittsburgh in his statement to Mr. Morris. Isnthere any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: No objection.

The check referred to, having been received in evidence, was exhibited to the court by the trial judge advocate, and a photostatic copy of the same is hereto attached, marked Exhibit No. 18.

TRIAL JUDGE ADVOCATE: The prosecution at this time would invite the attention of the court to the fact that in Exhibit No. 2 which is the deposition from the Secret Service operative, it was not stated in the deposition the place of the apprehension of the accused.

It is therefore stipulated between the accused, his counsel, and the trial judge advocate that if

Bartholemew Braton, were present in court and sworn as a witness he would testify that the accused was apprehended on the 16th day of February, 1929, at Trenton, New Jersey.

Private Davis, you have heard the stipulation. You do not have to agree to it unless you wish to do so, and if you do not agree to it then it will be necessary for me to produce the necessary evidence to prove the facts stated in the stipulation.

Do you fully understand everything that I have said to you?

THE ACCUSED: Yes, sir.

TRIAL JUDGE ADVOCATE: Do you agree to that stipulation as I have stated it?

THE ACCUSED: There is no objection to that, sir.

TRIAL JUDGE ADVOCATE: At this time the trial judge advocate desires to invite the attention of the court to the Digest of Opinions of the Judge Advocate General of the Army, 1918, case No. 267, which reads to the effect that a person who is recently in possession of or attempts to pass or obtain money on a forged instrument is presumed to have forged it. This decision is taken from various courts.

TRIAL JUDGE ADVOCATE: The prosecution desires to introduce in evidence the proceedings of a board

of medical officers which was convened at Fort Jay, New York, on May 3, 1929, for the purpose of examining the accused. Is there any objection by the defense (handing a paper to the defense counsel)?

DEFENSE COUNSEL: The defense does not see why these proceedings are pertinent to this case at all. The question of the man's sanity has not been raised by the defense at any time, and unless that question is raised this procedure is unnecessary.

TRIAL JUDGE ADVOCATE: The reason for offering this paper in evidence is because the prosecution feels that the court might possibly question whether or not the accused was in full possession of his faculties at the time he is alleged to have committed these various offenses, and at the time that he made his confession to Mr. Morris, and there might be some question as to whether or not he was and is mentally responsible for his acts and knew the difference between right and wrong and was able to adhere to the right, and whether or not he is capable of communicating with his counsel and properly conducting his defense, and for that reason the prosecution desires to introduce this document to show that the accused is in full possession of his faculties, and does know the difference between right and wrong, and is capable of intelligently conducting his defense.

LAW MEMBER: The objection is not sustained.

The proceedings referred to, having been received in evidence, the pertinent portions thereof were read to the court by the trial judge advocate, and the same is hereto attached, marked Exhibit No. 19.

TRIAL JUDGE ADVOCATE: The prosecution rests.

DEFENSE COUNSEL: The defense has no opening statement. There are no witnesses for the defense. The accused has been informed as to his rights at this stage of the proceedings and desires to remain silent.

The defense has nothing to present to the court and the defense rests.

TRIAL JUDGE ADVOCATE: The prosecution will make a very brief statement in reference to the evidence presented in this case, and particularly to the decision of The Judge Advocate General to the effect that a man cashing a check or attempting to cash a check which is a forgery is presumed to have forged it, unless he can prove that he received it from another party or received it innocently. In other words, the burden of proof changes to the accused under such circumstances. The fact that the instrument was in his possession unless he can prove to the contrary is sufficient evidence to prove that he himself did commit the forgery.

As to the checks mentioned in the confession, while some of the amounts may differ slightly from the amounts mentioned in the specifications, they are, in my opinion, close enough to prove that the same check mentioned in the confession is the check that he is charged with having forged in each instance, and which check has been introduced in evidence in each instance.

The prosecution has shown you that there is no such bank as the Quartermaster Bank of Fort Jay, or of the United States Army; that there was at the time, and is not now, any such officer as L. J. Lorber; that there is not a Captain L. J. McCarrgy at Fort Jay, or in the army, which is the signature on Exhibits Nos. 16 and 17. Captain McCarthy, of the 16th Infantry, at this post, has testified that he himself did not sign any of the checks apparently signed by him, and that he did not authorize any one else to sign his name to any such checks.

The confession made to Mr. Morris was properly made and was entirely voluntary. He was warned of his Constitutional rights, and there was no coercion brought upon the accused to force him to make the confession unless he so desired, and there was no offer of reward held out to him or benefit whatsoever. The confession was legally made and taken by a man who is thoroughly informed of the manner of informing the accused of his rights.

I ask the court to convict the accused on

on charges and specifications.

DEFENSE COUNSEL: The defense counsel wishes to say that it is not the duty of the defense to make a case for the prosecution. A man came in here and said that this accused before he made a confession to having passed a number of checks in various cities was advised of his rights, and the accused stated that he passed these various checks, but there has been no testimony introduced here except in one or two instances to prove that this man here is the man who cashed the checks or presented them, and there has been no handwriting expert introduced to show that he wrote these various checks. The testimony is all very hazy. It is very doubtful and the proof is not conclusive, and it is the contention of the defense that this man has not been proved guilty of all the charges and specifications charged under the 93rd Article of War. There is grave doubt in my mind as to some of them that this man has been proved to be the man who wrote out and passed all these various checks. There is no evidence whatsoever to base a conviction upon excepting the alleged confession of this accused to the witness, Mr. Morris.

It isbelieved by the defense that a case has not been made out on all the specifications under the 93rd Article of War.

TRIAL JUDGE ADVOCATE: I might just state that

Mr. Morris, the Secret Service operative, was thoroughly competent to receive a confession, and it was not he that was hazy as to some particulars concerning these checks, but he stated that the accused himself was hazy as to some of the amounts and places where he cashed some of the checks. Mr. Morris himself was very complete and thorough in his testimony as to what information he received from the accused at the time of the accused's confession, and it is the belief of the prosecution that the case has been completely and fully covered.

The prosecution submits the case without further remark.

The court was closed, and upon secret written ballot, two thirds of the members present at the time the vote was taken concurring in each finding of guilty, finds the accused:

Of the Specification, Charge I:	"Guilty";
Of Charge I:	"Guilty".
Of the 1st Specification, Charge II:	"Guilty";
Of the 2nd Specification, Charge II:	"Guilty";
Of the 3rd Specification, Charge II:	"Guilty";
Of the 4th Specification, Charge II:	"Guilty";
Of the 5th Specification, Charge II:	"Not guilty";
Of the 6th Specification, Charge II:	"Guilty";
Of the 7th Specification, Charge II:	"Not guilty";
Of the 8th Specification, Charge II:	"Guilty";
Of the 9th Specification, Charge II:	"Guilty";

Of the 10th Specification, Charge II: "Not guilty";

Of the 11th Specification, Charge II: "Not guilty";

Of the 12th Specification, Charge II: "Guilty";

Of the 13th Specification, Charge II: "Guilty";

Of the 14th Specification, Charge II: "Guilty";

Of the 15th Specification, Charge II: "Guilty";

Of Charge II: "Guilty".

The court was opened, and in the presence of the accused and his counsel, the trial judge advocate stated that he had no evidence of previous convictions to submit to the court.

Thereupon the trial judge advocate read the data as to agem pay and service of the accused as shown on the charge sheet, as follows:

Date of current enlistment February 6, 1928; age at enlistment 25 years, 0 months; term of current enlistment, three years; rate of pay $21.00 per month; allotments to dependents, none per month; Government insurance deduction, none per month; prior service: enlisted 1-7-20 to 1-31-24.

TRIAL JUDGE ADVOCATE: Private Davis, is that statement of your service as I have read it correct?

THE ACCUSED: Yes, sir, excepting as to my age; I was twenty eight at my enlistment and I will be 29 the coming September.

The court was closed and upon secret written ballot, three fourths of the members present at the time the vote was taken concurring, sentences the accused:

To be dishonorably discharged the service, to forfeit all pay and allowances due or to become due,

and to be confined at hard labor, at such place as the reviewing authority may direct, for fifteen (15) years.

The court was opened, and in the presence of the accused and his counsel, the president announced the findings and sentence in open court.

The court then at 5:10 o'clock p. m., July 12, 1929, proceeded to other business.

Clinton A. Pierce

CLINTON A. PIERCE,

Captain, Cavalry, (DOL),

President.

Vincent D Mee

VINCENT D MEE,

1st Lieut., 18th Infantry,

Trial Judge Advocate.

HEADQUARTERS 1ST DIVISION
Office of the Division Commander
Fort Hamilton, New York

JUL 30 1929

In the foregoing case of:

Private Martin Davis, Company A, 16th Infantry,

the findings of Specifications 3 and 6, Charge II, are disapproved. The sentence is approved but the period of confinement is reduced to ten years. The Atlantic Branch, United States Disciplinary Barracks, Fort Jay, New York, is designated as the place of confinement. Pursuant to Article of War 50½, the order directing the execution of the sentence is withheld. (201 JAO)

H. A. DRUM,
Brigadier General,
Commanding.

*EXTRACT COPY OF MORNING REPORT

Co. "A" 16th Infantry.
(Company, troop, battery, or detachment) (Regiment or other organization)

Dec.-1928.

1. Pvt Davis duty to AWOL, 1st L.J. 6.30 A.M.***J.J.N.

Jan.-1929

7. Pvt Davis AWOL to desertion. PHK.% 1st.*****JJN.

C o. "A". 6th Inf. Ft. Jay, NY. Jan. 7/29
(Complete designation of command) (Station) (Date)

I, J. J. Nealon, Capt. 16th Inf., certify
(Name, rank, and branch)

that I am the commanding officer of Co. "A" 16th Infantry and official custodian of the morning reports
(Complete designation of command)

of said command, and that the foregoing is a true and complete copy (including any signature or initials appearing thereon) of that part of the morning report of said command submitted at Fort Jay, New York.
(Station)

for the dates indicated in said copy which relates to Martin Davis, 6532182 Co. "A" 16th Infantry,
(Full name, Army serial number, grade, and organization of person referred to in extract copy)

J. J. Nealon
(Signature)

Capt. 16th Infantry.
(Rank and branch)

Headquarters Fort Jay, New York.
(Complete designation of command)

Fort Jay, NY. Jan. 15, 1929.
(Station) (Date)

I, Stephen O Fuqua, Col. 16th Inf.,
(Name, rank, and branch)

commanding officer of the command last above named, cer-

*In case the Extract Copy of Morning Report is offered in evidence before a court-martial, it must be detached from pages 1 and 2. 3—5171

tify that Co. "A" 16th Infantry.
(Complete designation of command named in first certificate)

is a part of my command; that Capt. J.J. Nealon
(Rank, name,

16th Infantry. is the commanding officer of
and branch)

Co. "A" 16th Infantry. and official
(Complete designation of command named in first certificate)

custodian of the morning reports thereof; that the signature attached to the foregoing certificate is a genuine signature of said officer; and that to his certification full faith and credit are and ought to be given.

Stephen O. Fuqua
(Signature)

Col. 16th Inf.
(Rank and branch)

FOURTH INTERROGATORY: Did he make any statement to you?

ANSWER: Yes.

FIFTH INTERROGATORY: Was any such statement voluntarily made?

ANSWER: Yes.

SIXTH INTERROGATORY: If so, had he been previously advised that such statement might be used against him ?

ANSWER: Yes.

SEVENTH INTERROGATORY: Was any such statement made under duress, stress or strain?

ANSWER: No.

EIGHTH INTERROGATORY: Did he admit passing worthless checks?

ANSWER: Yes.

NO

~~First~~ *cross-interrogatory*[9].

J. T. HARRIS,
1st Lieut., 16th Infantry,
Answer: Defense Counsel.

[9] In case no cross-interrogatories are propounded this fact will be recorded and authenticated by the signature of defense counsel when the deposition is taken by the prosecution, and by the trial judge advocate when the deposition is taken by the defense, in court-martial cases.

(Leave space for binding.)

(Leave space for binding.)

[10] Insert "court," "commission," or "board," as the case may be.

First interrogatory by the _____[10]

Answer:

(*Witness sign here.*) Bartholomew Bratton

Bartholomew Bratton

I CERTIFY that the above deposition was duly taken by me, and that the above-named witness, having been first duly sworn by me, gave the foregoing answers to the several interrogatories, and that he subscribed the foregoing deposition in my presence at Balto., Md. _____, this tenth day of July, 19 29.

(Name.) Wm. R. Hamby

Wm. R. Hamby

Captain, Cavalry, (D. O. L.)

(Rank and organization.)

Summary Court

(Official character, as summary court, notary public, etc.)

3—3309

1. Interrogatories, how submitted.—(*a*) The party desiring the deposition submits to the opposite party the interrogatories which he wishes propounded to the person whose deposition he desires, and the opposite party then submits to him such cross-interrogatories, if any, as he may desire. Such additional direct and cross-interrogatories may be submitted as desired; or

(*b*) The party desiring the deposition submits to the court, military commission, or board the interrogatories which he wishes propounded to the person whose deposition he desires. The opposite party then submits to the court, military commission, or board such cross-interrogatories, if any, as he may desire. The court, military commission, or board then submits such additional interrogatories as they may deem proper and desirable, and such additional direct and cross-interrogatories may be submitted as are desired; or

(*c*) Where the court, military commission, or board desires that the deposition of a particular person be obtained it will cause interrogatories to be prepared accordingly. The prosecution and defense (or other party or parties in interest) then submit such interrogatories as they may desire. Such additional interrogatories may be included as are desired by the court, military commission, or board, or by a party in interest. (M. C. M., par. 176.)

2. Procedure to obtain deposition.—(*a*) All the interrogatories to be propounded to the person are entered upon the form for interrogatories and deposition, and the trial judge advocate, summary court, or recorder, will take appropriate steps to cause the desired deposition to be taken with the least practicable delay. In the ordinary case he will either send the interrogatories to the commanding officer of the post, recruiting station, or other military command at or nearest which the person whose deposition is desired is stationed, resides or is understood to be, or will send them to some other responsible person, preferably a person competent to administer oaths, at or near the place at which the person whose deposition is desired is understood to be. In a proper case the interrogatories may be sent to the department or other superior commander, or to the witness himself, and in any case they will, when necessary, be accompanied by a proper explanatory letter.

(*b*) When interrogatories are received by a commanding officer, he will either take or cause to be taken the deposition thereon. He will send an intelligent person—preferably an officer, if available, or a person with legal training or experience, if available, accompanied if practicable by a military stenographic reporter or stenographer—to the necessary place for the purpose of obtaining the deposition, or he may properly arrange by mail or otherwise that the deposition be taken, if he can make such arrangements as to assure himself that the work will thus be properly done. The deposition will be taken with the least practicable delay, and when taken will be sent at once direct to the trial judge advocate of the court-martial trying the case, or other proper person.

(*c*) If the witness whose deposition is desired is a civilian, the trial judge advocate or other proper person sending interrogatories as above will inclose with them a prepared voucher for the fees and mileage of the witness, leaving blank such spaces provided therein as it may be necessary to leave blank, accompanied by the required number of copies of the orders appointing the court, military commission, or board. The trial judge advocate, summary court, or recorder will also send with the interrogatories duplicate subpoena requiring the witness to appear in person at a time and place to be fixed by the officer, military or civil, who is to take the deposition. If the name of this officer is not known, the space provided for it will be left blank. If a military officer takes the deposition he will complete the witness voucher, certify it, and transmit it to the nearest disbursing finance officer for payment. When the deposition is to be taken by a civil officer he will be asked to obtain and furnish to the military officer requested or designated to cause the deposition to be taken the necessary data for the completion of the witness voucher, and the latter will complete the voucher, certify it, and transmit it to the nearest disbursing finance officer for payment.

In the case of a military witness subpoena will not accompany the interrogatories, but the officer before whom the deposition is to be taken will take the necessary steps to have the witness appear at the proper time and place. (M. C. M., par. 177.)

3. Payment of civilian witnesses, etc.—(*a*) A civilian, not in Government employ, duly summoned to appear as a witness before a military court, commission, or board, or at a place where his deposition is to be taken for use before such court, commission, or board, will receive $1.50 for each day of his actual attendance before such court, commission, or board, or for the purpose of having his deposition taken, and 5 cents a mile for going from his place of residence to the place of trial or of the taking of his deposition, and 5 cents a mile for returning, except as follows:

(1) In Porto Rico and Cuba he will receive $1.50 a day while in attendance as above stated, and 15 cents for each mile necessarily traveled over stage line or by private conveyance and 10 cents for each mile over any railway or steamship line.

(2) In Alaska, east of the one hundred and forty-first degree of west longitude, he will receive $3 a day while in attendance as above stated and 10 cents a mile; and west of said degree $4 a day and 15 cents a mile.

(3) In the States of Wyoming, Montana, Washington, Oregon, California, Nevada, Idaho, Colorado, Utah, New Mexico, and Arizona he will receive $3 a day for the time of actual attendance as above stated, and for the time necessarily occupied in going to and returning from the same, and 15 cents for each mile necessarily traveled over any stage line or by private conveyance, and 5 cents for each mile by any railway or steamship. (M. C. M., par. 185.)

(*b*) Civil officers before whom depositions are taken for use in the military service will be paid the fees allowed by the law of the place where the depositions are taken. (M. C. M., par. 181.)

4. Articles of War.

ART. 25. *Depositions—When admissible.*—A duly authenticated deposition taken upon reasonable notice to the opposite party may be read in evidence before any military court or commission in any case not capital, or in any proceeding before a court of inquiry or a military board, if such deposition be taken when the witness resides, is found, or is about to go beyond the State, Territory, or District in which the court, commission, or board is ordered to sit, or beyond the distance of one hundred miles from the place of trial or hearing, or when it appears to the satisfaction of the court, commission, board, or appointing authority that the witness, by reason of age, sickness, bodily infirmity, imprisonment, or other reasonable cause is unable to appear and testify in person at the place of trial or hearing: *Provided*, That testimony by deposition may be adduced for the defense in capital cases.

ART. 26. *Depositions—Before whom taken.*—Depositions to be read in evidence before military courts, commissions, courts of inquiry, or military boards, or for other use in military administration, may be taken before and authenticated by any officer, military or civil, authorized by the laws of the United States or by the laws of the place where the deposition is taken to administer oaths.

ART. 114. *Authority to administer oaths.*—Any judge advocate or acting judge advocate, the president of a general or special court-martial, any summary court-martial, the judge advocate or any assistant judge advocate of a general or special court-martial, the president or the recorder of a court of inquiry or of a military board, any officer designated to take a deposition, any officer detailed to conduct an investigation, and the adjutant of any command shall have power to administer oaths for the purposes of the administration of military justice and for other purposes of military administration; and in foreign places where the Army may be serving shall have the general powers of a notary public or of a consul of the United States in the administration of oaths, the execution and acknowledgment of legal instruments, the attestation of documents, and all other forms of notarial acts to be executed by persons subject to military law.

5. Depositions upon oral interrogatories.—If reasonably practicable, and upon request of the accused or his counsel, or of the trial judge advocate, or upon the direction of the court, commission, or board, depositions may be taken upon oral interrogatories and reduced to writing in the manner prescribed in paragraph 181½, Manual for Courts-martial, and may be read in evidence in the same manner and for the same purposes in like cases as depositions taken upon written interrogatories under paragraphs 176 and 177 of this Manual. (M. C. M., par. 174a.)

6. Taking depositions in foreign country.—If the evidence desired from a witness residing in a foreign country is necessary and material and is desired to be read before a court-martial, military commission, court of inquiry, or military board sitting within any of the States of the Union or the District of Columbia, interrogatories (accompanied by the necessary vouchers for fees and mileage) will ordinarily be forwarded through military channels to The Adjutant General of the Army. They will then be transmitted by the Secretary of War to the Secretary of State with the request that they be sent to the proper consul of the United States and the deposition of the witness taken. In the case of troops serving along the international boundaries, outside of the United States proper, or in foreign countries, the officer exercising general court-martial jurisdiction may, in his discretion, detail an officer to take the deposition of a civilian witness or he may send the interrogatories direct to the consul of the United States nearest the place of residence of the witness with the request that the deposition be taken. In the latter case the interrogatories will be accompanied by the proper vouchers for the fees and mileage of the witness. (M. C. M., par. 182.)

Cashed 12/7/18
By Mrs. T.D.L. Shore,
246 George St,
New Brunswick, N.J.

No. 6056

QUARTERMASTER BANK UNITED STATES ARMY FORT JAY

DECEMBER 14 19 18

Pay to the order of MORRIS VINMAN CO A 16TH INF $9.00

NINE AND NO CENTS ---------- Dollars

A. LORBER MAJOR, FINANCE DEPT

D. Porter

Morris Vinman

K

Exhibit 102

Cashed 12/15/28
By Mr Louis Schultz, 394 Communipaw Ave, Jersey City, NJ

No. 6056

371572

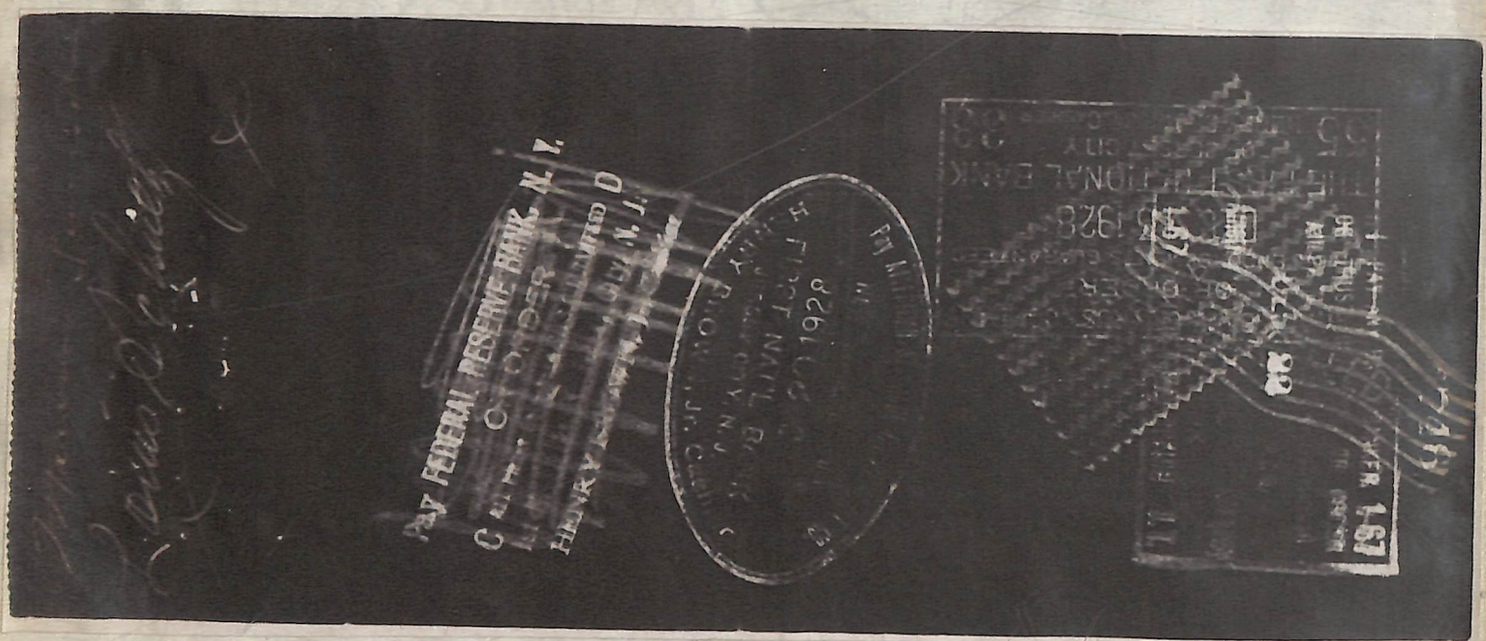
QUARTERMASTER BANK UNITED STATES ARMY FORTVJAY N Y

DECEMBER 4TH 1928

Pay to the order of MARVIN LEVINSOHN $10/00 10

TEN AND NO CENTS ---------- Dollars

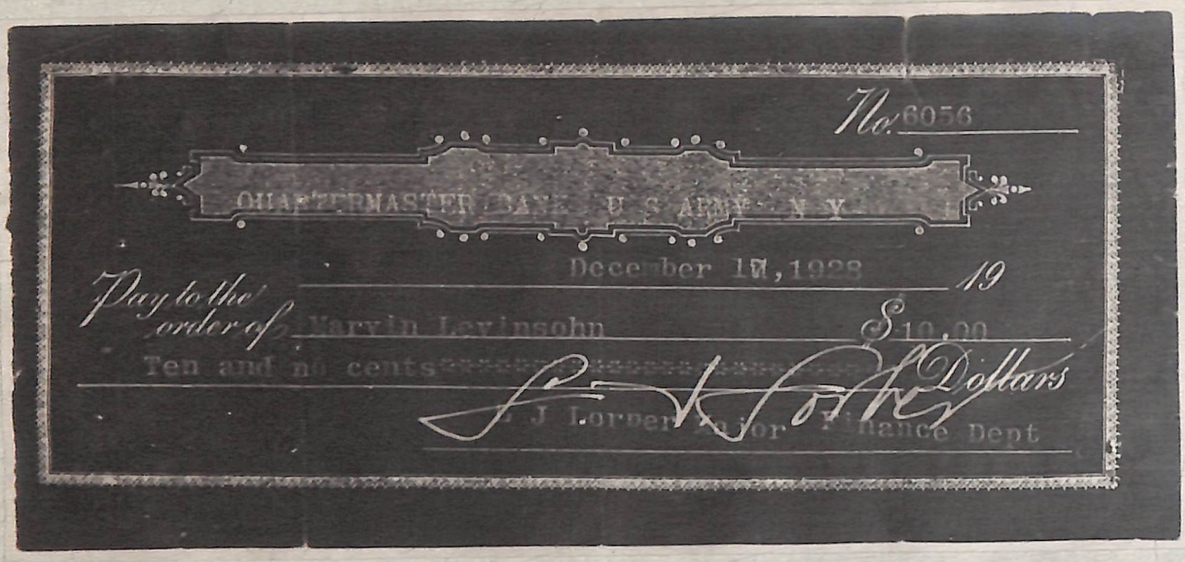
L J LORBER MAJOR FINANCE DEPT U S A



70

Exhibit No 4

Cashed 12/20/29
By Globe Fruit & Produce Co.
160 West Fordham Road
N.Y.C.


No. 6056
QUARTERMASTER DEPT. U.S. ARMY, N.Y.
December 17, 1928 19
Pay to the order of Marvin Levinsohn $10.00
Ten and no cents Dollars
J. J. Lorber Major Finance Dept

RECEIVED PAYMENT
Through City Collection Department
New York Clearing House
PRIOR ENDORSEMENTS GUARANTEED
DEC 29 1928
Chatham & Phenix National Bank
OF THE CITY OF NEW YORK
Chatham Phenix National Bank and Trust Co.
NEW YORK, N. Y.
H. B. JOHNSTON, CASHIER
CHATHAM PHENIX NATIONAL BANK AND TRUST CO. NEW YORK
DEC 31 1928
PAID

Exhibit No 5

Army Regulations
and
Directory

withdrawn at
Conclusion of trial

(M)

Exhibits Nos 6 & 7

Cashed 12/8/28
By Penn Norris Hotel, Norristown, Pa.

Quartermaster Corps C24555 No. 6056

QUARTERMASTER BANK UNITED STATES ARMY

DECEMBER 6TH 1928

Pay to the order of MARTIN DAVIS $20/00

TWENTY AND NO CENTS Dollars

L J LORBER MAJOR FINANCE DEPT

CASH COLLECTION

Martin Davis Cash 14th Inf.
deposit Quickly to
Penn Norris Hotel
N. J. Beam

Pay to Any Bank or Banker
All Prior Endorsements Guaranteed
DEC 10 1928
PEOPLES NATIONAL BANK
OF NORRISTOWN, PA.
R. B. HUGHES, Cashier

THE RIGGS NATIONAL BANK
PRIOR ENDORSEMENTS
GUARANTEED
DEC 12 1928
OF WASHINGTON, D.C.

PAY TO THE ORDER OF
ANY BANK OR TRUST COMPANY
PRIOR ENDORSEMENTS GUARANTEED
DEC 11 1928
CORN EXCHANGE
3-18 E. T. JAMES CASHIER 3-18

CORN EXCHANGE
8 TRUST COMPANY
PHILADELPHIA
3-18 E. T. JAMES
DEC 11 1928

CASH COLLECTION

31

Exhibit No 8

Cashed: 2/14/29

By: Blanche B. Brown, % June Rae Candy Shop, 24 South Ludlow St, Dayton, Ohio

$ 12.00 FEBRUARY 4TH. 1929 190

QUARTERMASTER BANK UNITED STATES ARMY Pay to

the order of PVT. 1ST. CL. HAROLD GOETZ 7807

EXACTLY TWELVE AND NO CENTS---------- Dollars

WITH EXCHANGE ON NEW YORK OR ST. LOUIS

RATIONS FOR JANUARY 1929 PAYABLE TO ABOVE SOLDIER

Value received and charge the same to account of

To RATION FUND

No. 766 JANUARY FUND

L.J. McCarthy, CAPT. 16TH INF.
CUSTODIAN OF FUNDS

Form 848.

Harold Goetz Co. A. 16th Inf.
Headquarters 2nd Corps Area
Pittsburgh, Pa.

June Rae Candy Shoppe
By B. Brown Mgr.

Pay to the order of
THE DAYTON SAVINGS & TRUST CO.
939 DAYTON, OHIO 936
THE FRANKLIN SAVINGS & LOAN ASS'N.
BY H. J. CHANCELLOR, SEC. S. Mc. K.

FEB 16 1929

34

Exhibit No 9

Cashed 2/6/29

By Samuel Tucker, Jefferson Dry Goods Store, 8 North Jefferson St. St. Louis, Mo.

2077

JANUARY 31 19 29

FINANCE DEPT UNITED STATES ARMY → of U S ARMY

(Write Name of Bank or Trust Company on Above Line)

Pay to MARTIN LEWIS PVT FIRST CLASS → or order $ 14.00

FOURTEEN AND NO CENTS EXACTLY ---------- Dollars

FOR VALUE RECEIVED, I REPRESENT THE ABOVE AMOUNT IS ON DEPOSIT IN SAID BANK OR TRUST COMPANY IN MY NAME, IS FREE FROM CLAIMS AND IS SUBJECT TO THIS CHECK

L. J. McCARTHY CAPT. FINANCE DEPT

CUSTODIAN OF FUNDS FOR CASUAL COMPANY

Martin Lewis
Co. 2 11 Inf
Jefferson St. S. Store

THE RIGGS NATIONAL BANK
PRIOR ENDORSEMENTS
FEB 27 1929
GUARANTEED
OF WASHINGTON, D. C.

ENDORSE
CUSTODIAN

PAY TO THE ORDER OF
ANY BANK OR BANKER
FEB 7 1929
ALL PRIOR ENDORSEMENTS GUARANTEED
FRANKLIN-AMERICAN TRUST
4-2 ST. LOUIS

3r

Exhibit No 10

Cashed 1/20/29
by Greyhound Lines, Inc., 2129 East 9th St., Cleveland, Ohio

No 976

QUARTERMASTER BANK UNITED STATES ARMY N.Y.

2ND. C.A. DET. JANUARY 6TH 1929

Pay to the order of PVT. 1ST. CL. IRVING KAUFMAN $11.00

EXACTLY ELEVEN AND NO CENTS ---------- Dollars

L. J. MC. CARTHY, CAPT. 16TH. INF. CUSTODIAN

Irving Kaufman
Co. L. 16th Infantry
Greyhound Lines Inc.

PAY THROUGH CLEVELAND CLEARING HOUSE
JAN 15 1929
PAY TO THE ORDER OF ANY BANK OR BANKER
PAY ENDORSEMENT GUARANTEED
CLEVELAND TRUST
6-68
ENDORSEMENT CANCELLED

Greyhound Lines Inc
969 Liberty Ave
Pittsburgh, Penna

35

Exhibit 4011

Cashed 2/8/29
By Kramer Drug Co. 501 Main St Vincennes, Ind.

$ 17.00 January 31, 1929 190

QUARTERMASTER BANK UNITED STATES ARMY Pay to

the order of Pvt. 1st. Cl. Samuel Bloom Reg. # 7807

Seventeen and no cents exactly---------- Dollars

WITH EXCHANGE ON NEW YORK OR ST LOUIS

Ration account for January payable to above soldier

Value received and charge the same to account of

To Ration fund account

L.J.McCarthy, Capt. 16th. Inf.
Custodian of funds.

No. 766 Finance Dept. U.S.A.

Form 548

Samuel Bloom P.F.C.
Co. U. 16th Infantry
Company Reg. # 7807
Otto F. Kramer.

FEB 11 1929
PAY TO THE ORDER OF
ANY BANK OR BANKER
ALL PRIOR ENDORSEMENTS
GUARANTEED
OR THROUGH
VINCENNES CLEARINGS
The American National
71-154 Bank 71-154
VINCENNES INDIANA

PAY TO THE ORDER OF
ANY BANK BANKER OR TRUST COMPANY
PRIOR ENDORSEMENTS GUARANTEED
FEB 13 1929
THE HANOVER NATIONAL BANK
OF THE
CITY OF NEW YORK

Kramer Drug Co
501 Main St
Vincennes, Indiana Feb 8/29
No such bank

36

Exhibit No. 2

Cashed 1/25/29

By: J.E. Dumbauld Drug Co., Marshalltown, Iowa

January 22, 1929. 192

To ROCK ISLAND NATIONAL BANK of ROCK ISLAND,
Name of Bank Name of Town

PAY TO THE ORDER OF Pvt.1st.Cl. Vincent Lubin, Hq. Co. $19.00

Exactly nineteen and no cents---------- DOLLARS

With Exchange

For value received, I represent that above amount is on deposit in said bank subject to this check and is hereby assigned to payee, and I guarantee payment with exchange and costs in collecting.

L.J.McCarthy, Capt. Hq. Co.
Custodian of Company Funds.

FORM 25520 F. E. BATES-MARENGO, IOWA.
CONSOLIDATED OFFICE SUPPLY SERVICE.
PRINTING - BOOKS - SAFES.

41

Exhibit No. 3

Cashed 2/ 9 /29
By A. H. Engmark
2121 West Washington St., Indianapolis, Ind.

$ 14.00 February 4th, 1929 190

QUARTERMASTER BANK UNITED STATES ARMY Pay to

the order of PVT. 1st. Cl. Max Perlman #7807

Fourteen and no cents exactly---------- Dollars

WITH EXCHANGE ON NEW YORK OR ST. LOUIS

Rations for Janaury 1929 payable to above named soldier

Value received and charge the same to account of

To Ration fund

No. 766 Janaury

L. J. McCarthy, Capt. 16th. Inf.
Custodian of Funds.

Form 848.

Pay ANY [illegible]
20-92 Prior Endorsement
Guaranteed
BELMONT STATE BANK
INDIANAPOLIS, IND.
WM. J. CLARK, Cashier

Max Perlman
Serial # 7807.
Hqrs. Co.

43

Exhibit No. 14

Cashed 12/24/28
By : Mr. J. Bennett
% Community Book Shop,
614 Spruce St.,
Scranton, Pa.

No. 977

SEABOARD NATIONAL BANK OF NEW YORK

Pay to the order of II CORPS AREA HEADQUARTERS DETACHMENT Jan. 2, 1928
Pvt. 1st. cl. Arthur Gordon 16th. Inf. $ 9.00
Nine and no cents---------- Dollars

L.J.McCarthy, Capt. 16th. Inf. Custodian

Arthur Gordon
Co. A. 16th Inf.
Fr. Deposit
COMMUNITY BOOK SHOP
614 SPRUCE ST.
SCRANTON

35068 06

RECEIVED PAYMENT
THROUGH
THE NEW YORK CLEARING HOUSE
PRIOR ENDORSEMENTS GUARANTEED
JAN - 8 1928
HANOVER NATIONAL BANK
1-33 NEW YORK, N.Y. 2

PAY HANOVER
NEW YORK
PRIOR ENDORSEMENTS
JAN 7
TRADERS N
80-8
ROBERT M

44

Exhibit No 15

Cashed 1/15/29
By Ivan L. Hutchings, 712 Calumet St., Valparaiso, Ind.

No. 7807 415

FIRST NATIONAL BANK OF AKRON OHIO

PROTESTED JAN 24 1929 CARL C. CHISNELL NOTARY PUBLIC

HEADQUARTERS DETACHMENT JAN 9 1929

Pay to the order of PVT. 1ST. CL. MARTIN ARTHUR GLASSEY $17.00

SEVENTEEN AND NO CENTS EXACTLY---------- 17.00 Dollars

L.J. McCARTHY, CAPT. 16TH. INF. COLUMBIAN

Martin Arthur Glassey
Co. A. 16th. Infantry
W. L. Irving
L. L. Hutchings

PAY TO THE ORDER OF
STATE BANK OF VALPARAISO
71-275
HORN'S QUALITY MARKET
PETER J. HORN
LOUIS G. HORN
JOSEPH L. HORN

JAN 28 1929

45

Exhibit No 16

Cashed 12/14/28
By: Miss Martha W. Crow, 4001 Chestnut St., Philada, Pa.

December 3020 1928 No. 6056

QUARTERMASTER BANK UNITED STATES ARMY
FORT JAY NEW YORK

PAY TO THE ORDER OF MAX PERLBERG CO A 16th. INF. $ 10.00

TEN AND NO CENTS DOLLARS

(N. P. 3-20)

L. L. LOEBER MAJOR FINANCE DEPT. U.S.A.

Max Perlberg
The Party Ship
A. Sincerely Sorry
Martha W. Crow.

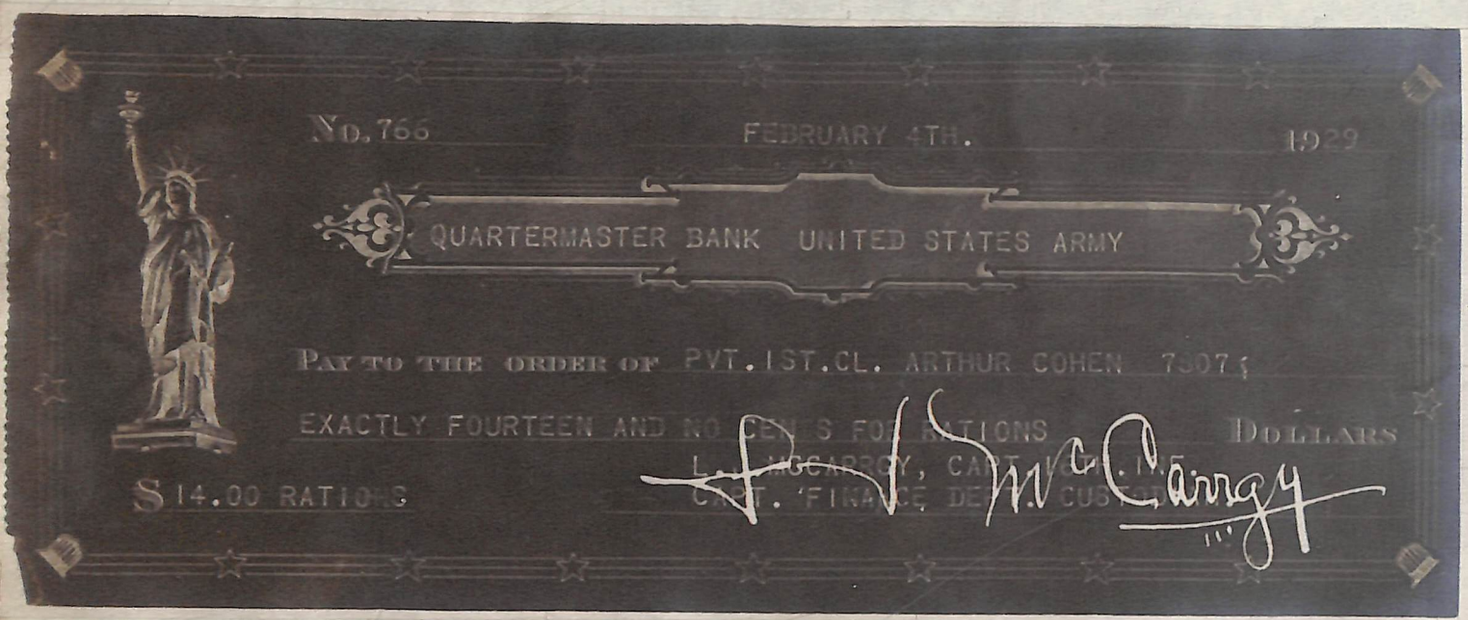
CENTENNIAL OFFICE
THE FIRST NATIONAL BANK,
Philadelphia, Pa.
DEC 15
C 13967

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUSTEE
PREVIOUS ENDORSEMENTS
DEC 15 1928
FIRST NATIONAL BANK
PHILADELPHIA
3020

46

Exhibit No 17

Cashed 2/10/29
By "Yelloway" Pioneer Stages, Inc., 154 - 10th St., Pittsburgh, Pa.



No. 766 FEBRUARY 4TH. 1929

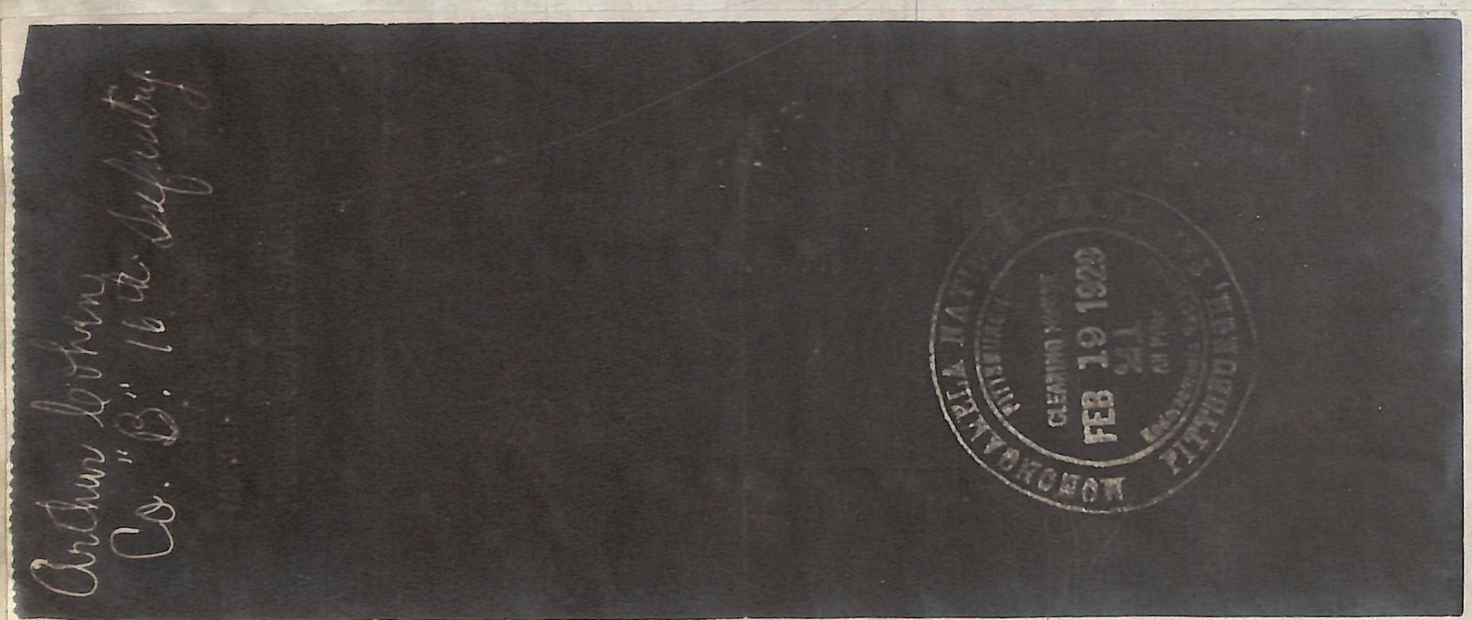
QUARTERMASTER BANK UNITED STATES ARMY

PAY TO THE ORDER OF PVT. 1ST.CL. ARTHUR COHEN 7307

EXACTLY FOURTEEN AND NO CENTS FOR RATIONS DOLLARS

$14.00 RATIONS

L. McCARROY, CAPT., Q.M.C.
CHIEF, FINANCE DIV. CUSTODIAN



Arthur Cohen
Co. "B" 16th Infantry

MONONGAHELA NATIONAL BANK PITTSBURGH
CLEARING HOUSE
FEB 19 1929
21

47

Exhibit No 18

PROCEEDINGS OF BOARD OF OFFICERS
WHICH CONVENED AT FORT JAY, N.Y.
May 3, 1929, pursuant to instructions
contained in Par. 1, SO., 88, Hq. Ft.,
Jay, N.Y.,

48

Exhibit No 19.

HEADQUARTERS FORT JAY, NEW YORK,
Office of the Post Commander,
Fort Jay, ---- New York,

April 20, 1929.

Special Orders
Number 88

1. Under the provisions of Army Regulations 600-500, a board of Medical Officers is appointed to meet at this post at 1:00, P.M., this date, or as soon thereafter as practicable to examine into the mental condition of Private Martin Davis, 6056731, Company A, 16th Infantry to determine whether this soldier should be discharged prior to the expiration of his term of enlistment on account of insanity:

DETAIL FOR THE BOARD.
Lieut. Colonel Paul L. Freeman, Medical Corps,
Major Frank A. Dixon, Medical Corps,
Major, Lloyd A. Kefauver, Medical Corps.

Paragraph 35c, Manuel for Courts-Martial, will be complied with.

The proceedings of the board will be submitted to this headquarters in quadruplicate.

X X X X X X X X X X X X X X X

By order of Lieut. Colonel Phillipson:

William J. Moroney,
1st Lieut., 16th Infantry,
Personnel Adjutant.

OFFICIAL:

William J. Moroney,
1st Lieut., 16th Infantry,
Personnel Adjutant.

Fort Jay, New York,
April 3rd. 1929.

Pursuant to the foregoing order the board met at the Post Hospital at 1.00 P. M.

Present : All Members.

Absent: None.

The board then proceeded with the mental and physical examination of Private Martin Davis, 6056731, Company "A", 16th Infantry.

The Board then adjourned at 2.00 P. M. this date.

MEDICAL HISTORY of Pvt. Martin Davis, Co. "A",16th. Inf. Age 28. Service 3½ years. Married. White. Born in New York City. Alias Marvin Levinsohn.

PERSONAL HISTORY School: Through Manual Training High School, in New York City. Worked at general office work in coffee and tea importing house in New York City., for about two months, left to work for Paramount moving picture Corp. in office, discharged for inefficiency. Did no work for four or five months and was sent to Denver Colorado,on account of Pulmonary Tuberculosis, stayed there from March 1919 to June 1920. Came back to New York City and drove a taxi cab. Enlisted in 1920. In 1922 he states that his parents put him in Bloomingdales while on a week end pass from Ft. Wood, New York. where he was stationed. He was in Bloomingdales for several weeks when his parents took him home, his mother and father had him go there voluntarily. Upon his release from Bloomingdales, his parents sent him to the mountains in Pennsylvania for several months. Came back to New York. He does not account for his time between there and the time when he returned to the Army in 1924. States that he returned to Fort Jay, New York. at the insistence of his mother-in-law and his mother and surrendered. He was placed in the hospital under observation and discharged on C.D.D. on account of convalescent from epidemic encephalitis and general physical unfitness, underweight. Oct. 1, 1924. then worked for Roosvelt hospital in the X-Ray department for six months. Left to work in his brother-in-law's office, doing dental mechanic and X-Ray work, was with him about three months, could not get along on what he paid him, and then worked for a gas filling station (Joe Kroun 191st. St. and Broadway). Had a fight with his employer's son and fired. His wife and he when to her father's farm in Mauch Chunk, Pa. He worked at chicken raising through the winter 1925-1926. Had trouble with wife because she had committed bigamy in marring him. His wife ran away from him and he returned to New York City and drove a taxi cab for about two months, employed by the Yellow Cab Co.,quit to go on the road with a road show, on a merry-go-round. Worked for them for about 2½ months. Re-enlisted in the service fraudulently on Feb. 10,1928. was sent to Ft. Bragg, N.C., stayed until the latter part of March and sent to Ft. Slocum, for foreign service. He was found physicaly unfit for foreign service and asked to be sent to Ft. Jay, N.Y. He did not report for duty, states that he did not report because he went in search for his wife. Was gone three months and five days and returned to Ft. Jay, N.Y. Was restored to duty without trial. Went A.W.O.L. Dec. 2, 1928. was apprehended at Baltimore, Md. on a forgery charge. Father living at 12 Pinehurst Ave.,N.Y.C. He taught languages at the Cortina Academy, N.Y. He has cancer of the intestines for the past five years, has not worked for 2½ or 3 years. His mother is living and in poor health. Has two sisters 31 and 33 years of age, one widowed sister lives at home. Both in good health. Has one brother 23 years of age. Designer and lives at home. Older sister has a store in New York City., at 564 Madison Ave. Name of Jean Appleton, States that he has had operation for undescended testicle, Dr. Cottrell and Dr. Gregory, at Bloomingdale sanatarium diagnosed epidemic encephalitis in 1922. First heterosexual experience when about 17 with a girl friend. Not often since then. Married in 1924 and lived with his wife about one year. Has one child about 2½ years of age. Does not think that he is legally married to her as she had a husband living when married to him. Denies perversions Occasionally indulges in onanism. Has involuntary emmissions frequently. Has been drunk about six times. Drinks occasionaly. Has been arrested four or five times. First time for petit larency 16 years of age. fruit from vegetable store. Dismissed to parents from juvenile courts. One year later for stealing a watch from outomobile . Was let go by juvenile courts. Arrested for speeding twiced fined 25 and 40 dollars. Next time for grand larency, about 1926 for $6.00 worth

of jewelery in Brooklyn. Suspended sentence. His father recovered jewelery from pawnshops. Last time in Baltimore, Md. for Forgery, about 15 checks, his father's, brother-in-law's and Capt. McCarthy's names used.

MENTAL STATUS: No delusions or hallucinations elicited. Every one treats him well, no one has it in for him.

EMOTIONAL STATUS: Does not feel sad and does not feel happy. Worries because he thinks of what a failure he has been and because he has made a mess of things in the past. Answers questions relevantly and intelligently cO-operates fairly well. He is very evasive about his past and admits only what he knows can be proven. Movements are spontaneous. He discusses his troubles calmly. Shows no depression. Eats poorly and sleeps poorly. He is under observation in hospital ward, he has been assisting with the ward work, and his behavior has been normal during the period of two weeks. Correctly orientated in all spheres, memory for past and present events good. He does not think that he is insane and can think as well as ever. Intelligence above average.

Correspondence with the Bloomingdale hospital, White Plains, N.J. failed to obtain any information relative to this soldier, as they have no records of him He further states that he lived with his wife again after she left him in 1924. although relizing that he was not legally married to her, and that she had a child by him which is now 2½ or 3 years old. He states that he has been arrested for theft twiced before he had the lethargic encephalitis which the physicians who treated him claimed he had had. Physical condition negative. Nurological examination negative.

FINDINGS DIAGNOSIS: No mental disease found.

SUMMARY: The board finds that Pvt. Martin Davis, is not now, nor was he at the time of the commision of the alleged offense suffering from any mental derangement or disease which makes him as abnormal from a medical point of view, that he is mentally responsible for his acts, knows the difference between right and wrong, and is able to abtain from the commision of a wrong act. He is capable of communciating intelligently with his counsel, of understanding the nature of the Court Martial proceedings and of intelligently conducting his defense.

Frank H. Dixon.
Maj. Medical Corps.
Member.

Paul L. Freeman.
Lt. Col. Medical Corps.
President of the Board.

L.A.Kefauver.
Maj. Medical Corps.
Member

HEADQUARTERS FORT JAY, NEW YORK
May 1929.

APPROVED.

IRVING J. PHILLIPSON,
Lieut.Col.16th Inf.,
Commanding.

P - 24 HEADQUARTERS FORT JAY, NEW YORK.

April 16, 1929 xxx

MEMORANDUM:

I certify that the service record of Pvt. Martin Davis, Co. "A", 16th Inf Fort Jay, New York. shows no record of convictions by Court-Martial as defined in the Manual for Courts-Martial.

Douglas Campbell,
2nd Lieut. 16th Infantry.
Asst. Personnel Adjutant.
Custodian of the Accused's
Service Record.

/nvb

187623

187623

187623

RECD
AUG 1 1929
J. A. Q. A

187623

187623